



CountryMark.

Document 1

Countrymark Energy Resources, LLC
25 N. W. Riverside Drive, Suite 100
Evansville, IN 47708
Tel 812.759.9440
www.countrymark.com

June 9, 2010

Hershel McDivitt, Director
Division of Oil and Gas
Indiana Department of Natural Resources
402 West Washington St., Rom W293
Indianapolis, IN 46204

Re: Muehlenbien-Midway Unit
W/2 NW 27-6S-12W, 80 Acres
Posey County, IN

Dear Mr. McDivitt:

Enclosed herewith are original and one copy of an Application for Integration Order together with a permit application and payment check for a horizontal well.

The Midway portion of the proposed unit (shown on Exhibit B) is a subdivision consisting of 32 residential tracts. Of the 32 tracts, the owners of two, (1) Gary and Elizabeth Williams; and (2) Ralph J. and Joann T. Wheeler, have declined numerous requests for a non-drilling lease. Their respective parcels are referred in Paragraph 6 of the Application as Integration Tracts A and B (shown on Exhibit B).

As shown on Exhibit A, several of the parcels, including Integration Tract A are covered by mortgages which would pre-date and thus have priority over our oil and gas leases. Consents to Leases have been requested but not all have been forthcoming even though all of the leases in Midway exclude surface operations of any kind.

Our legal counsel, Vern Partenheimer, has expressed the opinion that the DOG has authority to integrate mortgage interests as well as owner interests.

For your convenience, we have prepared and enclose herewith mailing packets for Gary and Elizabeth Williams (Integration Tract A); Ralph J. and Joann T. Wheeler (Integration Tract B); and all of the mortgagee interest holders as shown for service on Exhibit A that have not previously consented. Some of the mortgage interests have multiple addresses of record which is the reason there are multiple packets.

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We understand that you will set a hearing date and location and prepare a notice that you will enclose in each packet. We also understand that you will take care of whatever publication is necessary and will, of course, pay or reimburse the cost. A hearing in early June would be fine.

Incidentally, Core has successfully drilled three horizontal Wells just west of this location which Countrymark now operates and believes this project will have similar results.

Please contact the undersigned at the telephone number below if you have any concerns, comments, questions or matters that we have not addressed appropriately.

Yours very truly,

Jacob L. Hancock
Senior Landman
812-759-6953

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STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS

RE:

MUEHLENBEIN-MIDWAY
UNIT
W/2 NW 27 -6S-12W, 80 ACRES
POSEY COUNTY, INDIANA

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DOCKET NO. _____

APPLICATION FOR INTEGRATION ORDER

Countrymark Energy Resources, LLC
25 NW Riverside Dr., Suite 100
Evansville, IN 47708

OPERATOR & OWNER

Verner P. Partenheimer, #5627-26
Hall, Partenheimer and Kinkle
219 N. Hart St., P.O. Box 13
Princeton, IN 47670
Attorney for Applicant

Countrymark Energy Resources, LLC an Indiana limited liability company is the owner of the Lessee's interest and operator of the oil and gas leases hereinafter referred. Countrymark hereinafter identified as "Applicant," hereby applies for an integration order pursuant to Indiana Code 14-37-9, to establish a drilling unit (the "Muehlenbein-Midway Unit") and in support thereof say:

1. Applicant's principal place of business in Indiana is located at 25 N.W. Riverside Drive, Suite 100, Evansville, IN 47708.
2. Applicant is the owner of an oil and gas lease dated April 15, 1947, from Edward

JUN 11 2010

Muehlenbein, as lessor, to W.C. McBride, Inc., as lessee, recorded in Record Book 24, page 358, office of the Recorder of Posey County, Indiana, which covers the following land in Posey County, Indiana, to-wit:

the northwest quarter of the northwest quarter of Section 27, Township 6 South, Range 12 West, containing 40 acres, more or less

which is identified for the purposes of this application as Lease Tract 1.

3. Applicant is also the owner of oil and gas leases identified for the purposes of this application as Lease Tracts 2 through 31, all of which cover lands in the southwest quarter of the northwest quarter of Section 27, Township 6 South, Range 12 West containing, exclusive of the Integration Tracts hereinafter identified, 37.81 acres, more or less, and further described on Exhibit A attached and incorporated by reference.

4. Applicant's ownership interest in Lease Tract 1 is the entire working interest subject to an overriding royalty of $\frac{1}{32}$ of $\frac{7}{8}$ of gross production held by Partin Family Trust, whose address is 1759 West CR 550 South, Washington, Indiana 47501, leaving a net revenue interest to Applicant of .847656. Applicant's ownership interest in Lease Tracts 2-31 is $\frac{7}{8}$ working interest or .875

5. Exhibit B attached hereto and incorporated by reference is a plat which graphically discloses the west half of the northwest quarter of Section 27, Township 6 South, Range 12 West, Lease Tracts 1 through 31 and the Integration Tracts A and B. A Cypress Formation reservoir which has heretofore produced underlays the proposed unit and Applicant believes that substantial oil remains in place that maybe recovered by re-entry and to the end that the production may be increased and waste prevented, proposes to establish the unit and engage in enhanced recovery, secondary recovery, pressure maintenance, further drilling or other

recovery programs that Applicant may deem feasible, necessary or desirable to efficiently and economically increase the ultimate recovery of the unitized substances. Exhibit B also shows the point of entry and well path of a proposed horizontal well as identified on a drilling permit application filed herewith.

6. To pursue the foregoing objectives, Applicant proposes to integrate the following tracts or parcels in the Muehlenbein-Midway Unit, the owners of which have failed to agree to voluntary integration:

Integration Tract A (unleased)

Ownership: Gary Williams and Elizabeth Williams, husband and wife, acquired by a Special Warranty Deed dated May 8, 2006, and recorded May 15, 2006, as Record No. 200602202.

Description: Lot Number (2) in Section B, in Midway Acres Subdivision, as shown by the Plat recorded September 29, 1976, in Deed Record 120, page 276 in the Office of the Recorder of Posey County, Indiana, containing 0.83 acres.

Owner's current mailing address:

4280 Pebble Lane
Mt. Vernon, Indiana, 47620

Integration Tract B (unleased)

Ownership: Ralph J. Wheeler and Joann T. Wheeler, husband and wife, acquired by Warranty Deed dated July 6, 1990, and in Deed Record Book 168, page 18.

Description: Lot Number 6, Section B, in Midway Acres Subdivision as shown by Plat recorded June 29, 1976, in Deed Record 120, page 276, in the Office of the Recorder of Posey County, Indiana, containing 0.71 acres.

Owner's current mailing address:

4315 Joyce Lane
Mt. Vernon, Indiana, 47620-9624

which are collectively referred to herein as the "Integration Tracts."

7. By virtue of lease authority and written consent, Applicant has pooled Lease Tracts 1-31 for oil and gas development purposes by a Pooling Declaration. By this authority and

the exercise thereof, the royalty and overriding royalty owners of Lease Tracts 1-31 are not persons or entities affected by the matters addressed in this application.

8. The proposed unit is within a pool or portion of a pool suitable for secondary recovery methods, and for the prevention of waste and to avoid the drilling of unnecessary wells, the interests of the owners named in Paragraph 6 above, should be integrated upon terms reasonable to give the owners of each tract an equitable share of oil and gas in and that may be recovered from the unit and as to Integration Tracts A and B a fair and reasonable allocation of development expense.

9. Each of the oil and gas leases covering Lease Tracts 1-31 provides for a 1/8 royalty, with no Lessor contribution, and is reasonable under the circumstances in that the proposed re-entry well (1) is speculative as to result; (2) will require an investment of between \$750,000 and \$1,000,000 and (3) as to Leases 2 through 31 and Integration Tracts A and B will consist of a horizontal bore hole at least 2,000 feet subsurface, without any leasehold right or authority for ingress and egress or any other rights to the surface of the land or disturbing the surface in any way whatsoever and (4) the point of entry and withdrawal of production is more than 250 feet from the northern boundary of the tracts comprising the Midway subdivision as located in the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West. Accordingly applicant proposes that the Integration Tracts be allocated revenue from production as follows:

	Surface Acres	Production Allocation
Integration Tract A	0.83	$0.83/79.35 \times .125 = .00131$
Integration Tract B	0.71	$0.71/79.35 \times .125 = .00119$

With no obligation to contribute to development or operating expense and with applicant having no right of entry on the surface or above 600 feet subsurface or upon such other terms as may be deemed reasonable under the provisions of I.C. 14-37-9-2,3 and 4.

10. The public records of Posey County, Indiana, disclose certain mortgagee interests that may be prior in time to certain of the Oil and Gas Leases, and the holders thereof as shown by the public record are made parties hereto to answer as to such interest. The names and address of the persons or entities are set forth on Exhibit A attached hereto and incorporated by reference. Applicant proposes that the rights granted to applicant by the oil and gas leases covering Tract 2-31 were allowed as easements or appurtenances under the terms of the respective mortgages which do not impair the value of the security and that the Mortgagee interests should be bound by and subject to the proposed integration order as to Lease Tract 2-31 and, as applicable, integration Tracts A and B, with the royalty allocations provided for in the leases and pooling declaration.

WHEREFORE, Applicant requests relief as follows:

- (1) That this application be received and docketed;
- (2) That a date or dates be set for the receiving of objections thereto and of hearing on this application;
- (3) That notice be given by publication and by mailing as required by rule to all persons and interests that may be affected, namely the owners of Integration Tracts A and B and the Mortgagee interests; and
- (4) That upon hearing and due consideration of this application and objections thereto, if any, an order be entered integrating the parcels, leaseholds and mortgage security

interests comprising the unit as a single enhanced recovery drilling unit upon the terms and conditions proposed by Applicant or such other as may be fair and equitable.

Countrymark Energy Resources

By Charles E. Smith

“APPLICANT”

VERIFICATION

I hereby affirm under the penalty for perjury that the facts set forth in the foregoing application and attachments thereto are true this 3rd day of June, 2010.

Charles E. Smith

Verner P. Partenheimer, #5627-26
Hall, Partenheimer and Kinkle
219 N. Hart St., P.O. Box 13
Princeton, IN 47670
Attorney for Applicant

EXHIBIT A TO THE APPLICATION FOR INTEGRATION ORDER

Lease Tracts

Tract 2: Oil and Gas Lease dated August 17, 2007, from John C. Schmitt Jr. and Jo Anne Schmitt, a/k/a Joanne Schmitt, his wife, to Core Minerals Production Co., LLC, Recording No.200704650, covering the following described real estate:

Part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, lying in Marrs Township, and more particularly described as follows: Beginning at a point on the East line of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, which lies North 2 degrees 10 minutes East, a distance of Two Hundred Eight and Eighty Hundredths (208.80) feet from the Southeast corner of said quarter-quarter section; thence measuring South 80 degrees 17 minutes 30 seconds West, a distance of Five Hundred Fifty-three and Thirty-five Hundredths (553.35) feet to a point; thence measuring North 2 degrees 10 minutes East and parallel with the East line of said quarter-quarter section Six Hundred Eighty-five and Four Hundredths (685.04) feet to a point in the Middle Evansville Mt. Vernon Road; thence South 75 degrees 45 minutes East along said road Twelve and Forty-three Hundredths (12.43) feet to a point; thence South 69 degrees 37 minutes East along said road Two Hundred Twenty-one and Eighty Hundredths (221.80) feet to a point; thence South 72 degrees 54 minutes East along said road Three Hundred Twenty-nine and Seventy Hundredths (329.70) feet to a point on the East line of said quarter-quarter section; thence South 2 degrees 10 minutes West along and upon the East line of said quarter-quarter section Four Hundred Fourteen and Thirty-one (414.31) feet to the place of beginning, containing 6.80 acres, more or less.

NO MORTGAGES

Tract 3: Oil and Gas Lease dated August 23, 2007, from Marisha D. Boyle, a/k/a Marisha D. Stone and Jerry E. Boyle, husband and wife, to Core Minerals Production Co., LLC, Recording No.200704651, covering the following described real estate:

Being a part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, lying in Marrs Township, Posey County, Indiana, and more particularly described as follows: Commence at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West; thence North 89 degrees 15 minutes 30 seconds West, a distance of 541.65 feet to a point; thence North 1 degree 52 minutes East, a distance of 375.00 feet to a point, said point being the point of beginning; thence continuing North 1 degree 52 minutes East, a distance of 165.00 feet to a point; thence North 89 degrees 15 minutes 30 seconds West, a distance of 125.00 feet to

a point; thence South 1 degree 52 minutes West, a distance of 165.00 feet to a point; thence South 89 degrees 15 minutes 30 seconds East, a distance of 125.00 feet to the point of beginning, containing 0.473 acres, more or less. The above described land is Lot Number 9 as shown by an unrecorded Plat of Midway Acres Subdivision.

MORTGAGE

Mortgage dated August 18, 2003, and recorded September 11, 2003, as Record No. 200307192, from Marisha D. Stone a/k/a Marisha D. Boyle, to Old National Bank, covering 0.473 acres more or less.

SERVICE

Old National Bank

Mailing Address

022 Mt. Vernon
P.O. Box 746
402 Main Street
Mt. Vernon, IN 47620

Tract 4: Oil and Gas Lease dated August 22, 2007, from Mark A. Schenk and Sharon A. Schenk, his wife, to Core Minerals Production Co., LLC, Recording No.200704652, covering the following two tracts of real estate:

East Half of Lot 13 in Midway Acres, Section B, lying in the Southwest Quarter of the Northwest Quarter, Section 27, Township 6 South, Range 12 West, and more particularly described as follows: Commencing at the northeast corner of the Southwest Quarter of the Northwest Quarter, Section 27, Township 6 South, Range 12 West; thence South 1 degree 52 minutes West, along and upon the east line of said quarter-quarter section, a distance of 492.80 feet; thence North 73 degrees 29 minutes 39 seconds West, along the north line of Lot 14 for 130 feet to the northeast corner of Lot 13 and the PLACE OF BEGINNING OF SUBJECT BOUNDARY DESCRIPTION; thence South 1 degree 52 minutes West, for 199.58 feet to the center of Middle Evansville-Mt. Vernon Road; thence North 73 degrees 12 minutes West, along the center line of said Road for 65.08 feet; thence North 1 degree 52 minutes East, for 199.24 feet to the north line of Lot 13; thence South 73 degrees 29 minutes 39 seconds East, along the north line of said Lot 13 for 65.00 feet to the place of beginning, containing 0.28 acres, more or less.

AND

Lot Number 14, Section B, in Midway Acres Subdivision as shown by Plat recorded 9-29-76, in Deed Record 120, Page 276, in the office of the Recorder of Posey County, Indiana.

Both tracts containing in all 0.76 acres, more or less.

MORTGAGES

Mortgage dated May 13, 2004, and recorded May 28, 2004, as Record No. 200402660, from Mark A. Schenk and Sharon A. Schenk, husband and wife, to Fifth Third Bank, (Southern Indiana).

CONSENT RECEIVED

Mortgage dated May 13, 2004, and recorded May 28, 2004, as Record No. 200402662, from Mark A. Schenk and Sharon A. Schenk, husband and wife, to Fifth Third Bank, (Southern Indiana).

CONSENT RECEIVED

Tract 5: Oil and Gas Lease dated August 20, 2007, from Dustin D. Wilson and Amy L. Wilson, his wife, to Core Minerals Production Co., LLC, Recording No.200704653, covering 1.04 acres, and described as follows:

Lot Eight (8) in Midway Acres, Section B, as shown by plat recorded September 29, 1976 in Deed Record 120, Page 276 in the office of the Recorder of Posey County, Indiana.

EXCEPTING a small tract off the west end of said Lot Eight (8), and more particularly described as follows: Beginning at the northwest corner of said Lot Eight (8); thence South 88 degrees 22 minutes 57 seconds East along the north line of said Lot Eight (8) for Seventy-five (75) feet; thence South 33 degrees 30 minutes 54 seconds West, for One Hundred Thirty and Eighty-four Hundredths (130.84) feet to the south line of said Lot Eight (8); thence North 79 degrees 49 minutes 30 seconds West, along the south line of said Lot Eight (8) for Twenty-three and Twelve Hundredths (23.12) feet to the southwest corner of said Lot Eight (8); thence North 10 degrees 35 minutes 20 seconds East along the west line of said Lot Eight (8) for One Hundred Eight and Ninety-seven Hundredths (108.97) feet to the place of beginning.

Containing in all 1.04 acres more or less.

MORTGAGES

Mortgage dated May 19, 2003, and recorded June 4, 2003, as Record No. 200304371, from Dustin D. Wilson and Amy L. Wilson, husband and wife, to Fifth Third Bank, Indiana (Southern).

Mortgage dated January 24, 2005, and recorded January 31, 2005, as Record No. 200500472, from Dustin D. Wilson and Amy L. Wilson, husband and wife, to Integra Bank National Association.

Assigned to EverBank, by assignment dated May 15, 2007, and recorded May 31, 2007, as Record No. 200702375.

Assigned to Wells Fargo Bank, N.A., by assignment dated March 15, 2008, and recorded April 2, 2008, as Record No. 200801419

CONSENT RECEIVED

Mortgage dated January 23, 2006, and recorded January 25, 2006, as Record No. 200600288, from Dustin D. Wilson and Amy L. Wilson, husband and wife, to Old National Bank, Evansville.

SERVICE

Mortgagees/Assignees:

Fifth Third Bank

Mailing Addresses:

P.O. Box 778
Evansville, IN 47705-0778

Also

111 Lyon N.W.
Grand Rapids, MI 49503

Old National Bank

Mailing Address:

174 Commercial Lending Evansville
Main Office
1 Main Street
P.O. Box 1343
Evansville IN, 47705-9959

Tract 6: Oil and Gas Lease dated August 20, 2007, from Zoller Living Trust Agreement, by Lawrence Zoller, Trustee, to Core Minerals Production Co., LLC, Recording No.200704654, covering the following described real estate:

Part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West of the Second Principal Meridian, lying in Marrs Township, Posey County, Indiana, and further described as follows: Beginning at a point on the east line of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, said point lies South 1 degree 52 minutes West, a distance of 175 feet from the northeast corner of said quarter-quarter section; thence South 1 degree 52 minutes West, along and upon the east line of said quarter-quarter section, a distance of 158.90 feet; thence North 77 degrees 36 minutes 44 seconds West, a distance of 282.38 feet to a point; thence North 60 degrees 31 minutes 30 seconds East, a distance of 52.27 feet to a point; thence

North 43 degrees 56 minutes 30 seconds East, a distance of 106.33 feet to a point; thence South 88 degrees 22 minutes 57 seconds East, a distance of 161.56 feet to the place of beginning, containing 0.76 acres, more or less.

The above described real estate is Lot 10 of the unrecorded plat of Midway Acres Subdivision, Section B.

PROPERTY SOLD AFTER LEASE TAKEN, MORTGAGE PAID OFF

Tract 7: Oil and Gas Lease dated August 16, 2007, from David J. Wannemuehler and Buffy D. Wannemuehler, his wife, to Core Minerals Production Co., LLC, Recording No.200704655, covering the following described real estate:

Lot Eleven (11) in Section "B" in Midway Acres, as per plat thereof recorded in Deed Record 120, Page 276, in the office of the Recorder of Posey County, Indiana.

Containing in all 1.108 acres, more or less.

MORTGAGE

Mortgage dated May 8, 2003, and recorded May 12, 2003, as Record No. 200303727, from David J. Wannemuehler and Buffy D. Wannemuehler, husband and wife, to Fifth Third Mortgage Company.

CONSENT RECEIVED

Tract 8: Oil and Gas Lease dated August 13, 2007, from Eddie A. Sledd and Nicolette Sledd, his wife, to Core Minerals Production Co., LLC, Recording No.200704656, covering the following described real estate:

A part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, lying in Marrs Township, Posey County, Indiana, and more particularly described as follows: Commence at the southeast corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, said point being the point of beginning; thence North 89 degrees 15 minutes 30 seconds West along the south line of said quarter-quarter section a distance of 181.65 feet to a point; thence North 1 degree 52 minutes East a distance of 172.31 feet to a point; thence North 79 degrees 59 minutes 30 seconds East a distance of 185.57 feet to a point; thence South 1 degree 52 minutes West a distance of 208.80 feet to the point of beginning, said parcel containing 0.794 acres, more or less.

MORTGAGES

Mortgage dated April 29, 2004, and recorded May 6, 2004, as Record No. 200402277, from Eddie A. Sledd and Nicolette Sledd, husband and wife, to

Old National Bank, covering 0.794 acres, more or less.

Assigned to Mortgage Electronic Registration Systems, Inc., by assignment dated December 19, 2005, and recorded January 29, 2005, as Record No. 200506652.

Mortgage dated October 16, 2008, and recorded November 7, 2008, as Record No. 200804572, from Eddie A. Sledd and Nicolette Sledd, husband and wife, to Integra Bank National Association, covering 0.794 acres, more or less.

CONSENT RECEIVED

Mortgage dated October 16, 2008, and recorded November 7, 2008, as Record No. 200804574, from Eddie A. Sledd and Nicolette Sledd, husband and wife, to Integra Bank National Association, covering 0.794 acres, more or less.

CONSENT RECEIVED

SERVICE

Assignees/Mortgagees:

Mortgage Electronic Registration Systems, Inc.

Mailing Address:

P.O. Box 2026
Flint MI 48501-2026

Wells Fargo Home Mortgage

Mailing Address:

MAC X3802-003A
8480 Stage Coach Circle
Frederick, MD 21701

Tract 9: Oil and Gas Lease dated August 9, 2007, from Joseph Harry Rohlfer and Judy A. Rohlfer, his wife, to Core Minerals Production Co., LLC, Recording No.200704657, covering the following described real estate:

Being a part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, lying in Marrs Township, Posey County, Indiana, and more particularly described as follows: Commence at the southeast corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West; thence North 89 degrees 15 minutes 30 seconds West along the south line of said Southwest Quarter, a distance of 181.65 feet to a point, said point being the point of beginning; thence continuing North 89 degrees 15

minutes 30 seconds West, a distance of 260.00 feet to a point; thence North 1 degree 52 minutes East, a distance of 120.30 feet to a point; thence North 79 degrees 59 minutes 30 seconds East, a distance of 265.68 feet to a point; thence South 1 degree 52 minutes West, a distance of 172.31 feet to the point of beginning, said parcel containing 0.875 acres, more or less.

MORTGAGES

Mortgage dated April 25, 2001, and recorded July 9, 2001, as Record No. 20013709, from Joseph Harry Rohlfer and Judy A. Rohlfer, husband and wife, to Fifth Third Bank, Indiana (Southern), covering 0.875 acres, more or less.

CONSENT RECEIVED

Mortgage dated January 12, 2004, and recorded February 20, 2004, as Record No. 200400869, from Joseph Harry Rohlfer and Judy A. Rohlfer, husband and wife, to Fifth Third Bank (Southern Indiana), covering 0.875 acres, more or less.

CONSENT RECIVED

Tract 10: Oil and Gas Lease dated August 2, 2007, from Sonja Q. Smith, to Core Minerals Production Co., LLC, Recording No.200704658, covering the following described real estate:

Part of the Southwest Quarter of the Northwest Quarter of Section Twenty-seven (27), Township Six (6) South, Range Twelve (12) West in Posey County, Indiana, more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 27; thence along and upon the North line of said quarter-quarter section with a bearing of South 88 degrees 50 minutes East, Four Hundred Fifty-three and Forty Hundredths (453.40) feet to a point; thence South 02 degrees 54 minutes East for Six Hundred Seventy-one and Seventy-six Hundredths (671.76) feet to the place of beginning of subject boundary description; thence South 02 degrees 54 minutes East for One Hundred Seventy-five and Ninety-seven Hundredths (175.97) feet; thence South 89 degrees 44 minutes 30 seconds West for One Hundred Eighty-nine and Seventy-nine Hundredths (189.79) feet to a point in the center of the Ford Road; thence North 04 degrees 03 minutes West, along the center of said road for Eighty-two and Ninety Hundredths (82.90 feet); thence North 03 degrees 40 minutes West along the center of said road for Sixty-four and Seventy-five Hundredths (64.75) feet; thence North 81 degrees 17 minutes 07 seconds East for One Hundred Ninety-three and Forty-Six Hundredths (193.46) feet to the place of beginning.

Containing in all 0.77 acres, more or less.

NO MORTGAGES

Tract 11: Oil and Gas Lease dated August 2, 2007, from Frankie L. Smith, a widower, not remarried, to Core Minerals Production Co., LLC, Recording No.200704659, covering the following described real estate:

Part of

the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, bound and described as follows: Beginning at the northwest corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West; thence along and upon the north line of said quarter-quarter section with a bearing of South 88 degrees 50 minutes East, a distance of 453.40 feet to a point; thence South 0 degrees 54 minutes East, a distance of 841.73 feet to a point; thence South 89 degrees 44 minutes 30 seconds West, a distance of 189.79 feet to a point in the center of the Ford Road; thence North 4 degrees 03 minutes West, a distance of 82.90 feet to a point in the center of said road; thence North 3 degrees 40 minutes West, a distance of 100.05 feet to a point in center of said road; thence North 5 degrees 30 minutes West, a distance of 137.16 feet to a point in the center of said road; thence North 11 degrees 11 minutes West, a distance of 90.8 feet to a point in the center of said road; thence North 17 degrees 50 minutes West, a distance of 99.97 feet to a point in the center of said road; thence North 33 degrees 45 minutes West, a distance of 100 feet to a point in the center of said road; thence North 41 degrees 30 minutes 30 seconds West, a distance of 99.90 feet to a point in the center of said road; thence North 36 degrees 45 minutes West, a distance of 100 feet to a point in the center of said road; thence North 24 degrees 57 minutes 30 seconds West, a distance of 120.52 feet to the point of beginning, containing 5.05 acres, more or less.

EXCEPT the following described real estate: Part of the Southwest Quarter of the Northwest Quarter of Section Twenty-seven (27), Township Six (6) South, Range Twelve (12) West in Posey County, Indiana, more particularly described as follows: Commencing at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 27; thence along and upon the North line of said quarter-quarter section with a bearing of South 88 degrees 50 minutes East, Four Hundred Fifty-three and Forty Hundredths (453.40) feet to a point; thence South 02 degrees 54 minutes East for Six Hundred Seventy-one and Seventy-six Hundredths (671.76) feet to the place of beginning of subject boundary description; thence South 02 degrees 54 minutes East for One Hundred Seventy-five and Ninety-seven Hundredths (175.97) feet; thence South 89 degrees 44 minutes 30 seconds West for One Hundred Eighty-nine and Seventy-nine Hundredths (189.79) feet to a point in the center of the Ford Road; thence North 04 degrees 03 minutes West, along the center of said road for Eighty-two and Ninety Hundredths (82.90 feet); thence North 03 degrees 40 minutes West along the center of said road for Sixty-four and Seventy-five Hundredths (64.75) feet;

thence North 81 degrees 17 minutes 07 seconds East for One Hundred Ninety-three and Forty-Six Hundredths (193.46) feet to the place of beginning, containing in all 0.77 acres.

EXCEPT the following described real estate: Part of the Southwest Quarter of the Northwest Quarter of Section Twenty-seven (27), Township Six (6) South, Range Twelve (12) West, Posey County, Indiana, more particularly described as follows: Beginning at a one (1) inch diameter iron pipe marking the Northwest corner of said quarter-quarter section; thence South 88 degrees 50 minutes 00 seconds East along the North line of said quarter-quarter section Four Hundred Fifty-three and Forty Hundredths (453.40) feet to a 1 inch diameter iron pipe; thence South 02 degrees 54 minutes 00 seconds East Four Hundred Seventy-Two and Twenty-four Hundredths (472.24) feet to a set railroad spike in Middle Mt. Vernon Road; thence North 86 degrees 33 minutes 34 seconds West along said Middle Mt. Vernon Road Fifty-one (51) feet to a set railroad spike; thence South 77 degrees 27 minutes 25 seconds West along said Middle Mt. Vernon Road Eighty (80) feet to a set monument; thence South 61 degrees 35 minutes 58 seconds West along Middle Mt. Vernon Road Seventy-six and Seventy-two Hundredths (76.72) feet to an iron monument, being a point in the center of Ford Road; thence North 11 degrees 11 minutes 00 seconds West along the center line of said Ford Road Ninety and Eighty-two Hundredths (90.82) feet to an iron monument; thence North 17 degrees 50 minutes 00 seconds West along said center line Ninety-nine and Ninety-seven Hundredths (99.97) feet to an iron monument; thence North 33 degrees 45 minutes 00 seconds West along said center line One Hundred (100) feet to a set railroad spike; thence North 41 degrees 30 minutes 30 seconds West along said center line Ninety-nine and Ninety Hundredths (99.90) feet to an iron monument; thence North 36 degrees 45 minutes 00 seconds West along said center line One Hundred (100) feet to a set railroad spike; thence North 24 degrees 57 minutes 30 seconds West One Hundred Twenty and Fifty-two Hundredths (120.52) feet to the place of beginning. Containing 3.93 acres.

Containing after exceptions, 0.821 acres more or less.

MORTGAGE

Mortgage dated November 25, 2003, and recorded December 11, 2003, as Record No. 200309036, from Frankie L. Smith, a single man, to PGNF Home Lending Corp.

Assigned to Bank of New York as Trustee for the Certificate Holders of CWABS 2004-02, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for PGNF Home Lending Corporation, by assignment dated October 29, 2008, and recorded November 6, 2008, as Record No. 200804549.

SERVICE

PGNF Home Lending Corp

Mailing Addresses:

801 N. Cass Ave. Suite 300
Westmont, IL 60559

Also

1431 Opus Place
Suite 200
Downers Grove, IL 60515

Also

Bank of New York, Trustee
c/o Phillip A. Norman
Phillip A. Norman PC
2110 Calument Ave.
Valparaiso, IN 46383

Mortgage Electronic Registration Systems

Mailing Address:

P.O. Box 2026
Flint, MI 48501-2026
1-888-679-6377 (MERS)

Tract 12: Oil and Gas Lease dated August 2, 2007, from Joseph Charles Stoltz and Terry Stephens Stoltz, his wife, to Core Minerals Production Co., LLC, Recording No.200704660, covering the following described real estate:

That part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, that is west of the road known as the Ford Road running North and South in the west part of said Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West;

EXCEPT 1 (1/3 or 1/8) acres, more or less, conveyed by Charles C. Hartman and wife to the School Trustee of Marrs Township, Posey County, Indiana, on April 17, 1916, which deed is recorded in Vol. 46, at page 253, said 1 (1/3 or 1/8) acres being immediately south of one acre willed by Josephine Hartman to Leo Hartman, as set out in Will Record Vol. 3, at Page 362, in the Records of Wills of Posey County, Indiana; being about 8 acres, more or less.

EXCEPT all of the above described real estate that lies south of the south line of the Hartman School Lot and an extension thereof, containing in said exception 5 acres, more or less, leaving in said tract after said exception 3 acres, more or less.

MORTGAGES

Home Equity Line of Credit Account Real Estate Mortgage dated June 18, 1993, and recorded July 16, 1993, in Record Book 105, page 108, from Joseph Charles Stoltz and Terry Stephens Stoltz, husband and wife, to Citizens National Bank of Evansville, covering 3 acres, more or less, and other land.

Mortgage dated August 11, 2000, and recorded September 8, 2000, in Mortgage Record Book 236, page 749, as Record No. 20004144, Book from Joseph Charles Stoltz and Terry Stephens Stoltz, husband and wife, to Fifth Third Bank, Indiana, Southern, covering 3 acres, more or less, and other land.

CONSENT RECEIVED

SERVICE

Citizens National Bank of Evansville

Mailing Address:

20 NW 3rd Street
Evansville, IN 47739-0001

Fifth Third Bank (Southern Indiana)

Serve Fifth Third notices for both of the mortgages for Tract 12

Mailing Addresses:

P.O. Box 778
Evansville, Indiana 47705-0778

Also

111 Lyon N.W.
Grand Rapids, MI 49503

Tract 13: Oil and Gas Lease dated August 6, 2007, from Ray A. Tenhumberg and Jennifer M. Tenhumberg, his wife, to Core Minerals Production Co., LLC, Recording No.200704661, covering all of the following described real estate that lies south of the south line of Hartman School lot and an extension thereof:

That part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, that is west of the road known as the Ford Road running north and south in the west part of said Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West;
EXCEPT 1 1/8 acres, more or less, conveyed by Charles C. Hartman and wife to the School Trustee of Marrs Township, Posey County, Indiana, on April 17, 1916, which deed is recorded in Vol. 46, at Page 253, said 1 1/8 acres being immediately south of one acre willed by Josephine Hartman, to Leo Hartman, as set out in Will Record Vol. 3, at page 362, in the Records of Wills of Posey County, Indiana,

containing approximately 5 acres.

Being the same property conveyed to Ralph F. Boberg and Marian E. Boberg, husband and wife, by Warranty Deed from Eldon B. Saltzman and Mary Saltzman, husband and wife, dated June 28, 1968, in Deed Book 93, page 330.

NO MORTGAGES

Tract 14: Oil and Gas Lease dated August 3, 2007, from Roger J. Neidig and Barbara A. Neidig, his wife, to Core Minerals Production Co., LLC, Recording No.200704662, covering the following tracts of land:

Part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, lying in Marrs Township, Posey County, Indiana and more particularly described as follows:

Commence at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West; thence North 89 degrees 15 minutes 30 seconds West along the south line of said quarter-quarter section, a distance of 541.65 feet to a point, said point being the point of beginning; thence continuing along said south line a distance of 264.88 feet to a point in the centerline of Ford Road; thence North 17 degrees 32 minutes 30 seconds West, a distance of 180.00 feet to a point; in the center of Ford Road; thence North 85 degrees 12 minutes 30 seconds East, a distance of 141.75 feet to a point; thence South 64 degrees 07 minutes 30 seconds East, a distance of 199.12 feet to a point; thence South 00 degree 44 minutes 30 seconds West, a distance of 100.00 feet to the point of beginning, said parcel containing 1.054 acres, more or less.

The above described real estate is Lot Number 6 in Midway Acres, an unrecorded plat.

ALSO part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, lying in Marrs Township, Posey County, Indiana, and more particularly described as follows:

Commence at the southeast corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West; thence North 89 degrees 15 minutes 30 seconds West, along the south line of said Southwest Quarter, a distance of 441.65 feet to a point, said point being the point of beginning; thence continuing North 89 degrees 15 minutes 30 seconds West, a distance of 100.00 feet to a point; thence North 1 degree 52 minutes East, a distance of 100.00 feet to a point; thence North 79 degrees 59 minutes 30 seconds East, a distance of 102.10 feet to a point; thence South 1 degree 52 minutes West, a distance of 120.30 feet to

the point of beginning, said parcel containing 0.255 acres, more or less, and being subject to a 15 foot utility easement along the north side thereof.

Both tracts containing in all 1.309 acres, more or less.

NO MORTGAGES

Tract 15: Oil and Gas Lease dated August 31, 2007, from Gayle S. Schmidt and Richard W. Howery and Elizabeth A. Howery, his wife, to Core Minerals Production Co., LLC, Recording No.200704663, covering the following described real estate: Part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, Posey County, Indiana, containing 1.124 acres, more or less.

NO MORTGAGES

Tract 16: Oil and Gas Lease dated August 31, 2007, from Gayle S. Schmidt and Andrew Harbison, as Joint Tenants, to Core Minerals Production Co., LLC, Recording No.200704664, covering the following described real estate:

Part of the Southwest Quarter of the Northwest Quarter of Section Twenty-seven (27), Township Six (6) South, Range Twelve (12) West, Posey County, Indiana, more particularly described as follows: Beginning at a one (1) inch diameter iron pipe marking the Northwest corner of said quarter-quarter section; thence South 88 degrees 50 minutes 00 seconds East along the North line of said quarter-quarter section Four Hundred Fifty-three and Forty Hundredths (453.40) feet to a 1 inch diameter iron pipe; thence South 02 degrees 54 minutes 00 seconds East Four Hundred Seventy-Two and Twenty-four Hundredths (472.24) feet to a set railroad spike in Middle Mt. Vernon Road; thence North 86 degrees 33 minutes 34 seconds West along said Middle Mt. Vernon Road Fifty-one (51) feet to a set railroad spike; thence South 77 degrees 27 minutes 25 seconds West along said Middle Mt. Vernon Road Eighty (80) feet to a set monument; thence South 61 degrees 35 minutes 58 seconds West along Middle Mt. Vernon Road Seventy-six and Seventy-two Hundredths (76.72) feet to an iron monument, being a point in the center of Ford Road; thence North 11 degrees 11 minutes 00 seconds West along the center line of said Ford Road Ninety and Eighty-two Hundredths (90.82) feet to an iron monument; thence North 17 degrees 50 minutes 00 seconds West along said center line Ninety-nine and Ninety-seven Hundredths (99.97) feet to an iron monument; thence North 33 degrees 45 minutes 00 seconds West along said center line One Hundred (100) feet to a set railroad spike; thence North 41 degrees 30 minutes 30 seconds West along said center line Ninety-nine and Ninety Hundredths (99.90) feet to an iron monument; thence North 36 degrees 45 minutes 00 seconds West along said center line One Hundred (100) feet to a set railroad spike; thence North 24 degrees 57 minutes 30 seconds West One Hundred Twenty

and Fifty-two Hundredths (120.52) feet to the place of beginning.

Containing 3.93 acres, more or less.

MORTGAGE

Mortgage dated March 16 2007, and recorded April 9 2007, as Record No. 200701555, from Andrew Harbison and Gayle S. Schmidt, joint tenants with full rights of survivorship and not as tenants in common, to Integra Bank National Association Bank.

CONSENT RECEIVED

Tract 17: Oil and Gas Lease dated August 3, 2007, from Earl J. Weber and Darlene M. Weber, his wife, to Core Minerals Production Co., LLC, Recording No. 200704665, covering the following described real estate:

All that part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, described as follows: Commencing at the southwest corner of that certain one acre tract willed by Josephine Hartman to Leo Hartman, as set out in Will Record Vol. 3, beginning at page 362, in the Records of Wills of Posey County, Indiana, admitted to probate on the 7th day of February, 1902, in said Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West; thence East on the south line of said Leo Hartman one (1) acre tract to the center of a public highway; thence South along the center of said highway, two (2) chains, Fifty-three and one-half (53 1/2) links; thence West parallel with the south line of said Leo Hartman one (1) acre tract, to the west line of the said Southwest Quarter of the Northwest Quarter; thence North along said west line, two (2) chains, and Fifty-three and one-half (53 1/2) links to the place of beginning, containing 1 1/8 acres, more or less.

Containing 1.12 acres, more or less.

NO MORTGAGES

Tract 18: Oil and Gas Lease dated August 24, 2007, from Thomas E. Heckman and Alice Heckman, his wife, to Core Minerals Production Co., LLC, Recording No. 200704666, covering the following described real estate:

Lot Number Five (5) in Section B, in Midway Acres Subdivision as shown by Plat recorded 9-29-76, in Deed Record 120, page 276, in the Office of the Recorder of Posey County, Indiana.

Containing 0.67 acres, more or less.

MORTGAGES

Mortgage dated September 8, 1997, and recorded September 17, 1997, in Mortgage Record Book 166, page 293, from Thomas E. Heckman and Alice F. Heckman, husband and wife, to Evansville Teachers FCU (West Side Office).

CONSENT RECEIVED

Mortgage dated April 11, 1998, and recorded April 21, 1998, in Mortgage Record Book 177, page 701, from Thomas E. Heckman and Alice F. Heckman, husband and wife, to Evansville Teachers Federal Credit Union.

CONSENT RECEIVED

Tract 19: Oil and Gas Lease dated August 24, 2007, from Raymond E. King and Judy C. King, his wife, to Core Minerals Production Co., LLC, Recording No.200704667, covering the following described real estate:

Part of the Southwest Quarter of the Northwest Quarter of Section Twenty-Seven (27), Township Six (6) South, Range Twelve (12) West of the Second Principal Meridian, lying in Marrs Township, Posey County, Indiana, and described as follows: Beginning at the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section Twenty-Seven (27), Township Six (6) South, Range Twelve (12) West; thence South 1 degree 52 minutes West, along and upon the East line of said quarter-quarter section, One Hundred Seventy-five (175) feet; thence North 88 degrees 22 minutes 57 seconds West, One Hundred Sixty-one and Fifty-six Hundredths (161.56) feet; thence North 18 degrees 39 minutes 12 seconds East, Fifty-four and Sixty-two Hundredths (54.62) feet to a point; thence North 11 degrees 33 minutes 30 seconds East, One Hundred Twenty-four and Sixty-six Hundredths (124.66) feet to the North line of said quarter-quarter section; thence South 88 degrees 22 minutes 57 seconds East, along and upon the North line of said quarter-quarter section, One Hundred Twenty-four and Ninety Hundredths (124.90) feet to the place of beginning.

Containing 0.58 acres

The above described real estate is Lot 9, Midway Acres, Section B.

MORTGAGES

Mortgage dated October 15, 2004, and recorded October 20, 2004, as Record No. 200405264, from Raymond E. King and Judy C. King, husband and wife, to Old National Bank.

Assigned to Mortgage Electronic Registration Systems, Inc., by assignment dated December 19, 2005, and recorded January 29, 2005, as Record No. 200506835.

Mortgage dated December 14, 2007, and recorded January 2, 2008, as Record No. 200800033, from Raymond E. King and Judy C. King, husband and wife, to First National Bank of Carmi.

LEASE PRE-DATES MORTGAGE DATE

SERVICE

Assignees/Mortgagees:

Mortgage Electronic Registration Systems, Inc.

Mailing Address:

P.O. Box 2026
Flint MI, 48501-2026
1-888-679-6377

Wells Fargo Home Mortgage

Mailing Address:

MAC X3802-003A
8480 Stage Coach Circle
Frederick, MD 21701

Tract 20: Oil and Gas Lease dated August 24, 2007, from Richard L. Folz and Judy L. Folz, his wife, to Core Minerals Production Co., LLC, Recording No.200704668, covering the following described real estate:

Part of the Southwest Quarter of the Northwest Quarter of Section Twenty-seven (27), Township Six (6) South, Range Twelve (12) West, lying in Posey County, Indiana, more particularly described as follows: Commence at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section Twenty-seven (27); thence North 89 degrees 15 minutes 30 seconds West, Five Hundred Forty-one and Sixty-five Hundredths (541.65) feet to a point; thence North 1 degree 52 minutes East, Six Hundred Forty (640.00) feet to a point, said point being the point of beginning; thence continuing North 1 degree 52 minutes East, One Hundred Nineteen and Thirty-three Hundredths (119.33) feet to a point; thence North 76 degrees 28 minutes 30 seconds West, One Hundred Twenty-eight and Fifty Seven Hundredths (128.57) feet to a point; thence South 1 degree 52 minutes West, One Hundred Forty-nine and Forty Hundredths (149.40) feet to a point; thence South 89 degrees 15 minutes 30 seconds East, One Hundred Twenty-five (125.00) feet to the point of beginning.

Containing 0.386 acres, more or less.

The described real estate is also known as Lot Number Ten (10), as shown by an unrecorded plat of Midway Acres Subdivision.

NO MORTGAGES

Tract 21: Oil and Gas Lease dated August 31, 2007, from Richard W. Howery and Elizabeth A. Howery, his wife, to Core Minerals Production Co., LLC, Recording No. 200704669, covering the following described real estate: Part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, Posey County, Indiana, containing 0.89 acres, more or less.

NO MORTGAGES

Tract 22: Oil and Gas Lease dated September 10, 2007, from Jason D. Martin and Stacy M. Martin, his wife, to Core Minerals Production Co., LLC, Recording No. 200704670, covering the following described real estate:

Lot Four (4), Section B, in Midway Acres Subdivision as shown by Plat recorded September 29, 1976, in Deed Record 120, page 276 in the office of the Recorder of Posey County, Indiana.

Containing in all 0.57 acres.

MORTGAGE

Mortgage dated July 10, 2007, and recorded July 12, 2007, as Record No. 200703176, from Jason D. Martin and Stacy M. Martin, husband and wife, as joint tenants, with Mortgage Electronic Registration System, Inc. as the sole nominee for lender, and with Countrywide Home Loans, Inc., as the lender.

Assigned from Mortgage Electronic Registration System, Inc., to Countrywide Home Loans, Inc., by assignment dated July 18, 2008, and recorded July 31, 2008, as Record No. 200803294.

SERVICE

Assignee/Mortgagee

Countrywide Home Loans, Inc.

Mailing Addresses:

MS SV-79, Document Processing

P.O. Box 10423

Van Nuys, CA 91410-0423

Also

4500 Park Granada

MSN# SVB-314

Calabasas, CA 91302-1613

Also

4500 Park Granada, CH 11
Calabasas, CA 91302-1613

Also

1396 N. Green River Rd
Evansville, IN 47715

Also

Brent S. Potter
Doyle Legal Corporation
First Indiana Plaza, Suite 2000
135 N. Pennsylvania St.
Indianapolis, IN 46204

Tract 23: Oil and Gas Lease dated September 6, 2007, from John Newcomer and Traci L. Newcomer, his wife, to Core Minerals Production Co., LLC, Recording No.200704671, covering the following described real estate:

Being a part of the Southwest Quarter of the Northwest Quarter of Section Twenty-seven (27), Township Six (6) South, Range Twelve (12) West, Posey County, State of Indiana and more particularly described as follows: Commence at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section Twenty-seven 27; thence North 89 degrees 15 minutes 30 seconds West Five Hundred Forty-one and Sixty-five Hundredths (541.65) feet to a point; thence North 01 degrees 52 minutes East, Six Hundred Fifty-nine and Thirty-three Hundredths (659.33) feet to a point; thence North 76 degrees 28 minutes 30 seconds West Three Hundred Fifteen and Eighty-six Hundredths (315.86) feet to a point; thence South 00 degrees 48 minutes 30 seconds East One Hundred Sixty-six and Six Hundredths (166.06) feet to a point, said point being the point of beginning; thence continuing South 00 degrees 48 minutes 30 seconds East One Hundred Sixty-two and Eighteen Hundredths (162.18) feet to a point; thence South 89 degrees 15 minutes 30 seconds East One Hundred Eighteen and Twenty-four Hundredths (118.24) feet to a point; thence North 01 degrees 52 minutes East One Hundred Sixty-two (162) feet to a point; thence North 89 degrees 15 minutes 30 seconds West One Hundred Twenty-five and Eighty-one Hundredths (125.81) feet to the point of beginning, and being subject to a 15 foot utility easement along the west side thereof.

Containing 0.45 acres, more or less.

MORTGAGES

Mortgage dated June 26, 2003, and recorded July 10, 2003, as Record No.200305254, from John Newcomer and Traci L. Newcomer, husband and wife, to Old National Bank.

Assigned to Bayview Financial Trading Group, L.P., by assignment dated June 27, 2004, and recorded December 6, 2004, as Record No. 200406052.

Mortgage dated June 30, 2003, and recorded July 10, 2003, as Record No.200305276, from John Newcomer and Traci L. Newcomer, husband and wife, to Old National Bank.

Modified by a Modification of a Mortgage dated July 26, 2005, and recorded August 25, 2005, as Record No. 200504131.

SERVICE

Assignees/Mortgagees:

Bayview Financial Trading Group, L.P. and Bayview Loan Servicing, LLC.

Mailing Addresses:

4425 Ponce De Leon Blvd
5th Floor
Coral Gables, FL 33146

Also

425 Ponce De Leon Blvd
4th Floor
Coral Gables, FL 33134

Old National Bank (022 Mt. Vernon)

Mailing Addresses:

402 Main Street
P.O. Box 746
Mt. Vernon, IN 47620

Also

174 Commercial Lending Evansville
Main Office
1 Main Street
P.O. Box 1343
Evansville, IN 47705-9959

Tract 24: Oil and Gas Lease dated August 24, 2007, from William Peerman and Carol E. Peerman, his wife, to Core Minerals Production Co., LLC, Recording

No.200704672, covering the following described real estate:

Being a part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West and more particularly described as follows: Commence at the southeast corner of the Southwest Quarter of the Northwest Quarter of Section 27; thence North 89 degrees 15 minutes 30 seconds West, a distance of Five Hundred Forty-one and Sixty-five Hundredths (541.65) feet to a point; thence North 01 degrees 52 minutes East, a distance of Six Hundred Fifty-nine and Thirty-three Hundredths (659.33) feet to a point; thence North 76 degrees 28 minutes 30 seconds West, a distance of One Hundred Eighty (180.00) feet to a point, said point being the point of beginning; thence continuing North 76 degrees 28 minutes 30 seconds West, a distance of One Hundred Thirty-five and Eighty-six Hundredths (135.86) feet to a point; thence South 0 degree 48 minutes 30 seconds East, a distance of One Hundred Sixty-six and Six Hundredths (166.06) feet to a point; thence South 89 degrees 15 minutes 30 seconds East, a distance of One Hundred Twenty-five and Eighty-one Hundredths (125.81) feet to a point; thence North 1 degree 52 minutes East, a distance of One Hundred Thirty-four and Twenty-nine Hundredths (134.29) feet to the point of beginning.

Containing 0.434 acres, more or less.

The above described land is Lot Number 1 as shown by an unrecorded Plat of Midway Acres Subdivision.

MORTGAGE

Mortgage dated November 15, 2002, and recorded November 21, 2002, as Record No. 20027604, from William Peerman and Carol E. Peerman, husband and wife, to Old National Bank.

Assigned to Mortgage Electronic Registration Systems, Inc., by assignment dated December 19, 2005, and recorded December 29, as Record No. 200506468.

SERVICE

Assignee/Mortgagee:

Mortgage Electronic Registration

Mailing Address:

P.O. Box 2026

Flint, MI 48501-2026

1-888-679-6377(MERS)

Wells Fargo Home Mortgage
Mailing Address:
MAC X3802-003A
8480 Stage Coach Circle
Frederick, MD 21701

Tract 25 Oil and Gas Lease dated August 24, 2007, from Christian Maier and Regina Maier, his wife, to Core Minerals Production Co., LLC, Recording No.200704673, covering the following described real estate:

Lot Twelve (12) and the West Half of Lot Thirteen (13) in Midway Acres, Section B, as per plat thereof, recorded in Deed Record 120, Page 276 in the Office of the Recorder of Posey County, Indiana, said West Half of Lot Thirteen (13) being described as follows: Beginning at the northeast corner of said Lot Thirteen (13); thence North 73 degrees 29 minutes 39 seconds West along the north line of said Lot Thirteen (13), Sixty-five (65) feet to the place of beginning; thence South 01 degree 52 minutes West, One Hundred Ninety-nine and Twenty-four Hundredths (199.24) feet to the center of Middle Evansville-Mt. Vernon Road; thence North 73 degrees 12 minutes West along the center of said road Sixty-five and Eight Hundredths (65.08) feet; thence North 01 degree 52 minutes East, One Hundred Ninety-eight and Eighty-nine Hundredths (198.89) feet to the northwest corner of said Lot Thirteen (13); thence South 73 degrees 29 minutes 39 seconds East along the north line of said Lot Thirteen (13), Sixty-five (65) feet to the place of beginning.

Containing 0.81 acres, more or less.

MORTGAGES WERE CREATED AFTER LEASE WAS TAKEN

Tract 26 Oil and Gas Lease dated August 24, 2007, from Brent K. Kramer and Deneise L. Kramer, his wife, to Core Minerals Production Co., LLC, Recording No.200704674, covering the following described real estate:

Part of the Southwest Quarter of the Northwest Quarter of Section Twenty-seven (27), Township Six (6) South, Range Twelve (12) West in Posey County, Indiana, more particularly described as follows: Commence at the Southeast corner of said quarter-quarter section; thence North 89 degrees 15 minutes 30 seconds West along the south line of said quarter-quarter section Eight Hundred Six and Fifty-three Hundredths (806.53) feet to a point in the center line of Ford Road; thence North 17 degrees 32 minutes 30 seconds West Two Hundred Thirty-five and Thirty-two Hundredths (235.32) feet along the center line; thence North 27 degrees

47 minutes 30 seconds West One Hundred Eighty-six and Forty-one Hundredths (186.41) feet along said center line; thence North 19 degrees 34 minutes 30 seconds West One Hundred (100) feet to a point; thence South 89 degrees 41 seconds East One Hundred Eighty-nine and Sixty-five Hundredths (189.65) feet to a point, said point being the point of beginning; thence North 00 degree 48 minutes 30 seconds West Fourteen and Thirty-six Hundredths (14.36) feet to a point; thence South 89 degrees 15 minutes 30 seconds East One Hundred Eighteen and Twenty-four Hundredths (118.24) feet to a point; thence South 01 degree 52 minutes West One Hundred Sixty and Thirty-eight Hundredths (160.38) feet to a point; thence North 89 degrees 15 minutes 30 seconds West One Hundred Ten and Sixty-seven Hundredths (110.67) feet to a point; thence North 00 degrees 48 minutes 30 seconds West One Hundred Sixty-two and Eighteen Hundredths (162.18) feet to the point of beginning.

Containing 0.42 acres, more or less.

The above described real estate is also known as Lot 3 in Midway Acres Subdivision, an unrecorded plat.

MORTGAGE

Mortgage dated February 8, 2002, and recorded February 14, 2002, as Record No. 200201158, from Brent K. Kramer and Deneise L. Kramer, husband and wife, to Fifth Third Mortgage Company.

CONSENT RECEIVED

Tract 27

Oil and Gas Lease dated September 20, 2007, from Robert Allen Conville and Linda N. Conville, his wife, to Core Minerals Production Co., LLC, Recording No. 200704675, covering the following described real estate:

Part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, and described as follows: Beginning at the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West; thence South 24 degrees 57 minutes 30 seconds East, a distance of 120.52 feet to a point in the center of the Ford Road; thence South 36 degrees 45 minutes East, a distance of 100 feet to a point in the center of said road; thence South 21 degrees 30 minutes 30 seconds East, a distance of 8.75 feet to a point in the center of said road; thence North 89 degrees 32 minutes 30 seconds West, a distance of 118.05 feet to a point on the West line of said quarter-quarter section; thence North 0 degree 27 minutes 30 seconds East along the west line of said quarter-quarter section 195 feet to the place of beginning, containing 0.23 acres, more or less.

Containing 0.23 acres, more or less.

NO MORTGAGES

Tract 28 Oil and Gas Lease dated September 25, 2007, from James F. Reinitz and Cinda J. Reinitz, his wife, to Core Minerals Production Co., LLC, Recording No.200704676, covering the following described real estate:

Part of Lot 7 in Midway Acres, Section B, as shown by plat recorded 9-29-76, in Deed Record 120, Page 276, in the office of the Recorder of Posey County, Indiana and more particularly described as follows: Beginning at the Northwest corner of said Lot 7; thence South 79 degrees 49 minutes 30 seconds East, along the north line of said Lot 7 for Twenty-three and Twelve Hundredths (23.12) feet; thence South 33 degrees 30 minutes 54 seconds West for Fifty-nine and Thirty-four Hundredths (59.34) feet to the southeast corner of Lot 1, thence North 10 degrees 35 minutes 20 seconds East, along the west line of Lot 7 for Fifty-four and Forty-nine Hundredths (54.49) feet to the place of beginning.

Containing 0.01 acres, more or less.

NO MORTGAGES

Tract 29 Oil and Gas Lease dated August 6, 2007, from Ricky R. McCormick, to Core Minerals Production Co., LLC, Recording No.200704677, and covering the following described real estate:

Lot Seven (7) in Midway Acres, Section B, in Midway Acres Subdivision as per plat recorded September 29, 1976 in Deed Record 120, Page 276 in the office of the Recorder of Posey County, Indiana,

EXCEPTING a small tract off the northwest corner of said Lot Seven (7) and described as follows:

Beginning at the northwest corner of said Lot Seven (7); thence South 79 degrees 49 minutes 30 seconds East, along the north line of said Lot Seven (7) for Twenty-three and Twelve Hundredths (23.12) feet; thence South 33 degrees 30 minutes 54 seconds West, for Fifty-nine and Thirty-four Hundredths (59.34) feet to the southeast corner of Lot One (1); thence North 10 degrees 35 minutes 20 seconds East, along the west line of Lot Seven (7) for Fifty-four and Forty-nine Hundredths (54.49) feet to the place of beginning.

Containing in all 0.88 acres, more or less.

MORTGAGE

Mortgage dated August 14, 2003, and recorded August 25, 2003, as Record

No. 200306636, from Ricky R. McCormick and Marlene L. McCormick, husband and wife, to Old National Bank, Evansville.

Assigned to Mortgage Electronic Registration Systems, Inc., by assignment dated December 19, 2005, and recorded January 29, 2005, as Record No. 200506588, and re-recorded April 10, 2006, as Record No. 200601533.

SERVICE

Assignee/Mortgagee:

Mortgage Electronic Registration Systems, Inc.

Mailing Address:

P.O. Box 2026
Flint MI 48501-2026
1-888-679-6377 (MERS)

Everhome Mortgage Co.

Mailing Address:

8200 Nations Way
Jacksonville, FL 32256-4434

Tract 30 Oil and Gas Lease dated April 9, 2008, from Nathan McNeece and Lisa McNeece, his wife, to Core Minerals Production Co., LLC, Recording No. 2008-03241, covering, the following described real estate:

Lot Number 1 in Section B in Midway Acres Subdivision, as shown by the plat recorded 9-29-76 in Deed Record 120, Page 276 in the office of the Recorder of Posey County, Indiana.

ALSO part of Lot 8 in Section B in Midway Acres Subdivision, as shown by plat recorded 9-29-76 in Deed Record 120, Page 276 in the office of the Recorder of Posey County, Indiana, described as follows: Beginning at the northwest corner of said Lot 8; thence South 88 degrees 22 minutes 57 seconds East, along the north line of said Lot 8 for 75 feet; thence South 33 degrees 30 minute 54 seconds West for 130.84 feet to the south line of said Lot 8; thence North 79 degrees 49 minutes 30 seconds West along the south line of said Lot 8 for 23.12 feet to the southwest corner of said Lot 8; thence North 10 degrees 35 minutes 20 seconds East along the west line of said Lot 8 for 108.97 feet to the place of beginning, containing 0.12 acres, more or less.

Both Tracts containing in all 1.07 acres, more or less.

MORTGAGE

Mortgage dated January 31, 2008, and recorded February 22, 2008, as Recorded No. 200800756, from Nathan S. McNeece and Lisa McNeece, husband and wife, to Evansville Commerce Bank, Evansville, IN.

SERVICE

Mailing Address:

Evansville Commerce Bank
20 NW 4th Street
Evansville, IN 47708

Chase Home Finance
Attn: Land Transaction
P.O. Box 9001871
Louisville, KY 40290-1871

Tract 31 Oil and Gas Lease dated May 20, 2008, from Ronald E. Bell and Deborah S. Bell, his wife, to Core Minerals Production Co., LLC, Recording No. 2008-03242, covering the following described real estate:

Lot 3 in Section B, in Midway Acres Subdivision, as shown by the plat recorded September 29, 1976 in Deed Record 120, Page 276, Office of the Recorder of Posey County, Indiana.

Containing 0.72 acres, more or less.

MORTGAGE

Mortgage dated May 30, 2007, and recorded June 1, 2007, as Record No. 200702555, from Ronald E. Bell and Deborah S. Bell, husband and wife, to First Federal Savings Bank, Evansville, Indiana.

SERVICE

Mailing Addresses:

First Federal Savings Bank
Evansville, IN
5001 Davis Lant Dr.
Evansville, IN 47706-1111

Also

220 Federal Drive
Corydon, IN 47112

Integration

Tract A (unleased) Gary Williams and Elizabeth Williams, husband and wife, acquired Tract

A by a Special Warranty Deed dated May 8, 2006, and recorded May 15, 2006, as Record No. 200602202, covering the following described real estate:

Lot Number (2) in Section B, in Midway Acres Subdivision, as shown by the Plat recorded September 29, 1976, in Deed Record 120, page 276 in the Office of the Recorder of Posey County, Indiana.

Containing 0.83 acres more or less.

MORTGAGE

Mortgage dated September 25, 2008, and recorded November 3, 2008, as Record No. 200804484, from Gary Williams and Elizabeth Williams, husband and wife, tenants by the entireties, with Mortgage Electronic Registration Systems, Inc., acting solely as a nominee for the Lender and as the mortgagee, and with Legence Bank as the lender.

SERVICE

Assignees/Mortgagees:

Mortgage Electronic Registration Systems, Inc.

Mailing Addresses:

P.O. Box 2026
Flint, MI 48501-2026
1-888-679-6377(MERS)

Also

SW 34th Ave
Suite 101
Ocala, FL 34474

Legence Bank

Mailing Address:

1010 Buena Vista Drive
Evansville, IN 47710

AmTrust Bank a division of New York Comm.

Mailing Address:

615 Merrick Ave.
Westbury, NY 11590

Integration

Tract B (unleased)

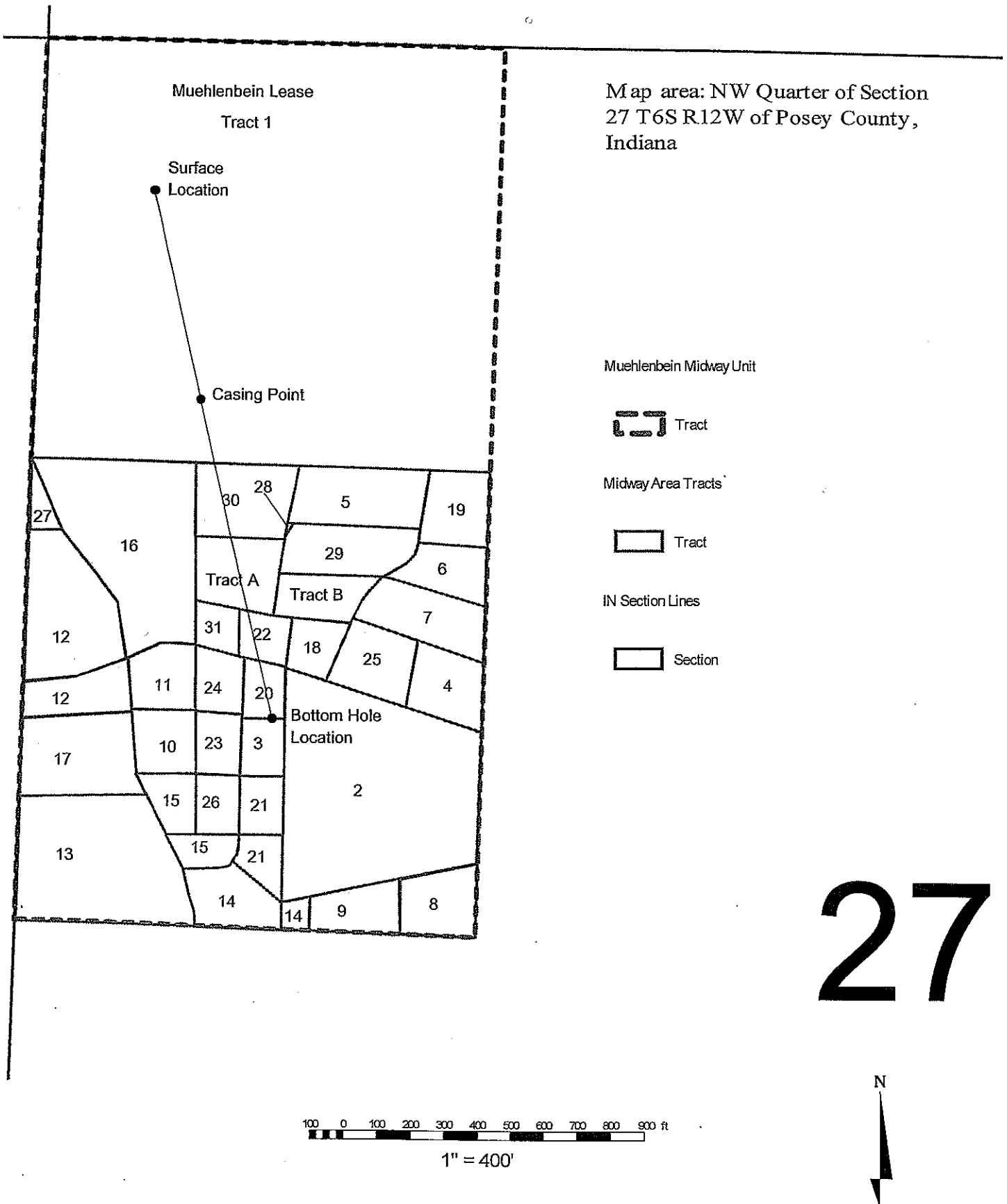
Ralph J. Wheeler and Joann T. Wheeler, husband and wife, acquired Tract B by Warranty Deed dated July 6, 1990, and in Deed Record Book 168,

page 18, covering the following described real estate:

Lot Number 6, Section B, in Midway Acres Subdivision as shown by Plat recorded June 29, 1976, in Deed Record 120, page 276, in the Office of the Recorder of Posey County, Indiana.
Containing 0.71 acres, more or less.

NO MORTGAGES

EXHIBIT B TO THE APPLICATION FOR INTEGRATION ORDER



McDivitt, Herschel

From: Hancock, Jacob [jacob.hancock@CountryMark.com]
Sent: Tuesday, June 29, 2010 12:29 PM
To: McDivitt, Herschel
Subject: RE: Forced Pooling Petition for Muehlenbien-Midway Unit
Attachments: EXHIBIT C TO THE INTEGRATION APPLICATION.pdf

Herschel,

Attached is the Exhibit C as requested by your email below.

Also I had left a voicemail in which you returned my call and I was out the other day regarding the hearing dates. We would like to give the notified parties at least 30 days notice so that they would possibly have time to contact Countrymark and reach a resolution if possible before the hearing. Please let me know if this is ok and if so what the hearing date might now be.

Thanks,
Jacob

From: McDivitt, Herschel [mailto:hmcdivitt@dnr.IN.gov]
Sent: Friday, June 18, 2010 7:18 AM
To: Hancock, Jacob
Subject: Forced Pooling Petition for Muehlenbien-Midway Unit

Jacob,

I've finally had an opportunity to review the petition for completeness, etc. Everything seems straightforward except that I didn't see any description of the reasons why voluntary pooling can't be achieved on the 2 parcels as requested in section 2 (e) of the attached instructions. Could you please forward this information as Exhibit C to your petition? Basically I would like to see a summary of the dates of meetings, telephone conversations, etc of discussions with each owner regarding leasing and the final positions of these parties. It's clear from your petition that they have not agreed to lease but I like to see more specific information to understand the extent of contacts and where the parties stand with respect to any offers or options that may have been discussed.

Additionally, I couldn't locate (after through the stack several times) an envelope for mailing the petition package to: Citizens National Bank, 20 NW 3rd Street, Evansville, IN 47739-0001. They are identified as a Mortgagee for Tract 12 on page 11 of the petition. Let me know if you wish for us to send the packet to them.

Your letter indicated that an early June hearing date would be fine. I'm assuming you meant July since your letter was dated June 9th and we didn't receive the package until June 11th.

Although I don't anticipate anyone showing up, I think it makes sense for the informal hearing to be scheduled in the Evansville or Mt. Vernon vicinity. Normally, we would schedule such proceedings in our Evansville Office located at Angel Mounds (since the meeting space is free). If you would prefer another location, please advise. Potential dates are July 6-8, or 12-14. Any preference?

Herschel L. McDivitt

Director
Indiana Division of Oil and Gas
402 West Washington Street, W293
Indianapolis, IN 46204
317-232-4058 Office
317-416-3951 Cell
317-232-1550 Fax

hmcdivitt@dnr.in.gov

Our Mission: *We, the employees of the Division of Oil and Gas, are dedicated to professional public service through the effective administration of Indiana's oil and gas exploration and production laws. We are committed to encouraging the responsible development of Indiana's oil and gas resources in a manner that will: prevent waste; encourage the greatest economic recovery of oil and gas; protect the correlative rights of owners; protect human health and safety; and protect the environment.*

The Values we adopt to accomplish our Mission include: *Individual integrity; focus on customer satisfaction; professionalism; fiscal responsibility; and a quality work environment.*

Our Website: <http://www.in.gov/dnr/dnroil/>

EXHIBIT C TO THE APPLICATION FOR INTEGRATION

Summary of meeting dates, conversations and discussions regarding leasing of their property and their final positions:

Tract A Gary and Elizabeth Williams

Date	Description	Contacted By
8-6-2007	Met with Mr. Williams at his house, discussed project, left information. Williams indicated he would "think about leasing".	Ed Smith
8-16-2007	Contacted Mrs. Williams by phone and she said "they were not interested because of potential water well damage".	Ed Smith
8-20-2007	Met with Mr. Williams at his house, he said that "they Were definitely not interested because of the water well."	Ed Smith
8-28-2007	Contacted Mr. Williams by phone same response as on 8-20-2007.	Ed Smith
4-28-2008	Mailed an update letter to Mr. & Mrs. Williams informing them of the status of the project.	Ed Smith
5-14-2008	Called and left message to call back, no response.	Ed Smith
11 -2008	Met with Mr. Williams at his home and he stated that he would not sign a lease for \$10,000 dollars.	Kathy Lloyd

Tract B Ralph J. and Joan T. Wheeler

Date	Description	Contacted By
8-28-2007	Met with Mr. Wheeler, discussed project, left information	Ed Smith
9-4-2007	Met with Mr. Wheeler at his house, he said "they would not Be interested because they were probably selling their home".	Ed Smith
10-10-2007	Met with Mr. & Mrs Wheeler discussed and left the Q & A Sheet.	Ed Smith
10-20-2007	Called and left message to call back, no response.	Ed Smith

Date	Description	Contacted By
4-28-2008	Mailed an update letter to Mr. & Mrs. Wheeler informing them of the status of the project.	Ed Smith
5-14-2008	Called and left message to call back, no response.	Ed Smith
11 -- 2008	Met with Mrs. Wheeler at her home and discussed the lease she stated they were not interest in Mr. Wheeler was sick.	Kathy Lloyd

Also attached :

Copy of the Lease form that was used for the prospect.

Copy of the Ford Unit/Horizontal Prospect Landowners Questions and Answers sheet that was handed out to most of the owners.

Copy of the Letters that was mailed to Williams and Wheeler on 4-24-08.

Part of EXHIBIT 'C'

CORE MINERALS OPERATING COMPANY, INC.

EDWARD W. SMITH
7533 SAUR RD.
MACEO, KY. 42355
270-315-1976
esmith002@msn.com

4-24-08

Mr. & Mrs. Ralph Wheeler
4315 Joyce Ln.
Mt. Vernon, Indiana 47620

RE: Ford Unit Horizontal Project

Dear Mr. & Mrs. Wheeler;

I am writing to update you on the progress of our Oil & Gas drilling project that involves the mineral rights under your property at the above address. We are currently drilling our third horizontal well, in the immediate area, into the Cypress Sand Formation, which occurs at approximately 2300 feet in depth. As you may recall from our conversations last August the producing formation we are targeting has produced thousands of barrels of oil from your neighborhood in the past. Because of the particular geology involved with this formation and past production we have determined that only a small percentage of the recoverable oil was extracted. Therefore it is our intention to properly drill for and produce the remaining recoverable oil, to the best of our abilities, under the 40 acres where your property is located.

We plan on accessing the oil reserves by drilling on an adjacent tract using horizontal drilling techniques, which have proven to be very successful in our initial drilling phase. This "remote access" of the oil-bearing formation will in no way effect your enjoyment, use, or ownership of the surface down to the Cypress Sand Formation.

We are at the point of making plans to drill the forth horizontal well in your area. This well will involve your land which according to my notes is approximately 3/4ths of an acre. We currently have permission to proceed from 27 individual property owners which make up 91.67% of the landowners within the subject 40 acres.

The Indiana Department of Natural Resources Division of Oil and Gas has a procedure call "forced pooling" which allows an operator to include property of unleased landowners. This allows valuable oil and gas resources to be harvested when a majority of landowners have agreed to participate.

I would like to set up a meeting at your convenience to see if there is any common ground we can agree on so as to avoid the forced pooling option. Unfortunately time is of the essence, as are most things this day and age, so we must hear back from you within the next 10 days to set an appointment. Thank you for your time and consideration concerning this matter.

Sincerely,

Ed Smith, Landman, Core Minerals Operating, LLC

OIL AND GAS LEASE

Producers 88 Rev. B (1974) Ill., Ind., Mich.
(PAID UP)

THIS AGREEMENT made this _____ day of _____, between

herein called lessor (whether one or more), and

WITNESSETH: 1. Lessor, for and in consideration of Ten & other valuable consideration Dollars (\$10.00 & OVC); in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee, has granted, demised, leased and let and by these presents does grant, demise, lease and let, exclusively unto Lessee for the purpose of exploring by geophysical and other methods, drilling and operating for and producing oil, liquid hydrocarbons, all gases, and their constituent products, injecting gas, waters, other fluids and air into subsurface strata, laying pipelines, storing oil, building tanks, electric transmission lines, ponds, powers, roads and structures thereon to produce, save, take care of, treat, process, store and transport said oil, liquid hydrocarbons, gases, and their constituent products, together with the right of ingress and egress thereto or to other

land under lease to Lessee, the following described land in Posey County, State of Indiana, to wit:

and containing _____ acres, more or less. It is intended hereby to include herein all lands and interest therein contiguous to or pertinent to the above described land and owned or claimed by Lessor. For the purpose of making any payment based on acreage, said land and its constituent parcels shall be deemed to contain the acreage above stated whether they actually contain more or less. This lease shall cover all the interest in said land now owned by or hereafter vested in Lessor, even though greater than the undivided interest (if any) described above.

2. Subject to the other provisions herein contained, this lease shall remain in force for a term of **FIVE (5) YEARS** from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them is produced from said land or land with which said land is pooled; provided, however, that for injection purposes this lease shall continue in full force and effect only as to the subsurface strata or stratas into which such injections are being made, together with such surface privileges as may be necessary or desirable to continue such injections.

3. The royalties to be paid by lessee are: (a) on oil, and on other liquid hydrocarbons saved at the well, one-eighth of that produced and saved from said land, same to be delivered at the wells or to the credit of lessor in the pipeline to which the wells may be connected; (b) on gas, including casinghead gas and all gaseous substances, produced from said land and sold or used off the premises or in the manufacture of gasoline or other products therefrom, the market value at the mouth of the well of one-eighth of the gas so sold or used, provided that on gas sold at the wells the royalty shall be one-eighth of the amount realized from such sale; and (c) if at any time while there is a gas well or wells on the above land (and for the purposes of this clause (c) the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) such well or wells are shut in, and if this lease is not continued in force by some other provision hereof, then it shall nevertheless continue in force for a period of ninety (90) days from the date such well or wells are shut in, and before the expiration of any such ninety day (90-day) period, lessee or any assignee hereunder may pay or tender an advance annual royalty payment of One dollar (\$1.00) per acre, and if such payment or tender is made, this lease shall continue in force and it shall be considered that gas is being produced from the leased premises in paying quantities within the meaning of paragraph 2 hereof for one (1) year from the date such payment is made, and in like manner subsequent advance annual royalty payments may be made or tendered and this lease shall continue in force and it will be considered that gas is being produced from the leased premises in paying quantities within the meaning of said paragraph 2 during any annual period for which such royalty payment is so paid or tendered; royalty accruing to the owners thereof on any production from the leased premises during any annual period for which advance royalty is paid may be credited against such advance payment.

4. Lessee is hereby granted the right to pool or unitize this lease, the land covered by it, or any part thereof, with any other land, lease or leases or parts thereof, for the production of oil, liquid hydrocarbons and all gases and their respective constituent products, or any of them. No unit for the production of oil shall embrace more than eighty (80) contiguous acres plus a tolerance of ten per cent (10%) thereof; and units pooled for gas or condensate shall not exceed six hundred forty (640) contiguous acres plus a tolerance of ten per cent (10%) thereof; provided, however, that if any Federal or State law, Executive order, rule, or regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable on acreage per well, then any such units may embrace as much additional acreage as may be so prescribed or as may be used in such allocation or allowable. Lessee shall execute in writing an instrument identifying and describing the pooled acreage. Such units may be designated either before or after the completion of wells. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the land described in this lease, whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. In lieu of the royalties herein provided, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

5. If, prior to discovery of oil, liquid hydrocarbons, gas, or their respective constituent products, or any of them, on said land or on land pooled therewith, lessee should drill and abandon a dry hole or holes thereon, or if, after discovery of oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, the production thereof should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within sixty (60) days thereafter. If, at the expiration of the primary term, oil, liquid hydrocarbons, gas or their respective constituent products, or any of them is not being produced on said land or land pooled therewith but lessee is then engaged in operations for drilling, or reworking of any well or wells thereon, this lease shall remain in full force so long as such operations or said additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than sixty (60) consecutive days, and, if they result in production, so long thereafter as oil, liquid hydrocarbons, gas or their respective constituent products, or any of them, is produced from said land or land pooled therewith.

6. Lessee shall have free use of oil, gas and water from said land, except water from lessor's wells and ponds, for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by lessee on said land, including the right to draw and remove all casing. When required by lessor, lessee will bury all pipelines below ordinary plow depth. Lessee shall pay for damages caused by its operations to growing crops, marketable timber and fences on said land. No well shall be drilled within two hundred feet (200 ft.) of any residence or barn now on said land without lessor's consent. Lessor shall have the privilege, at his risk and expense, of using gas from any well producing gas only on said land for heating and inside lights in the principal dwelling house thereon, out of any surplus gas not needed for operations hereunder.

7. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors, and assigns, but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee or require the installation of separate measuring tanks. No such change or division in the ownership of the land or royalties shall be binding upon lessee for any purpose until such person acquiring any interest has furnished lessee with the instrument or instruments, or certified copies thereof, constituting his chain of title from the original lessor. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge lessee of any obligations hereunder, and, if assignee of part or parts hereof shall fail to comply with any provision of the lease, such default shall not affect this lease insofar as it covers the part of said lands retained by lessee or another assignee.

8. When drilling or other operations are delayed or interrupted as a result of any cause whatsoever beyond the control of lessee, the time of such delay or interruption shall not be counted against lessee. Lessee shall not be held liable in damages for failure to comply with any express or implied covenant of this lease if compliance is prevented by, or of such failure is the result of any State, Federal, or Municipal law, ordinance, Executive order, Rule or regulation.

9. Lessor hereby warrants and agrees to defend the title to said land, and agrees that lessee, at its option, may discharge any tax, mortgage, or other lien upon said land, and in the event lessee does so, it shall be subrogated to such lien with the right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of lessee's rights under the warranty in the event of failure of title, it is agreed that, if lessor owns an interest in the oil and gas and like minerals underlying said land less than the entire fee simple estate, then the royalties to be paid lessor shall be reduced proportionately. This lease shall be binding upon all who execute it, and they shall be considered Lessors, whether or not they are named in the granting clause hereof and whether or not all parties named in the granting clause execute this lease.

10. The undersigned lessor, for themselves and their heirs, successors, and assigns, hereby surrender, release and waive all right of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purpose for which this lease is made as recited herein.

11. Lessor and Lessee agree that no rights of ingress or egress are hereby leased and that this lease does not convey any rights to the surface of the said land. Lessee may only produce hydrocarbons from under said property by other means that do not require entering onto the surface or disturbing the surface in anyway whatsoever.

IN WITNESS WHEREOF, we sign the day and year/first above written.

Lessors' signatures:

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss. I, _____ a Notary Public in and for the County of _____
That _____ and residing therein in the state aforesaid, Do Hereby Certify,

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledge that _____ signed, sealed and delivered the said Instrument, including the release and waiver of the right of homestead, as _____ free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of _____, A.D. _____

My Commission expires _____
Notary Public

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss. I, _____ a Notary Public in and for the County of _____
_____ and residing therein in the state aforesaid, Do Hereby Certify, That

personally known to me to be the same person _____ whose name _____ subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledge that _____ signed, sealed and delivered the said Instrument, including the release and waiver of the right of homestead, as _____ free and voluntary act and deed, for the uses and purposes therein set forth.

FORD UNIT/HORIZONTAL PROSPECT LANDOWNERS QUESTIONS AND ANSWERS

What is the interest in drilling for oil in this area?

Core Minerals Production Co., LLC along with Pioneer Oil Co., Inc. have determined that there is a high probability of commercial reserves of oil under your land. This is based on Geological information of past drilling and production in your area along with our experience with similar prospects in other areas. Our investigations indicate that the conditions found in this prospect warrant an attempt at establishing oil production. Also, the price of crude oil is at an all time high, holding above \$65.00 per barrel for months.

Who are Core Minerals and Pioneer Oil Co.?

Two well respected Oil Operators with years of experience. Please see attached cover sheets for their individual web pages, which are on the Internet so the public can learn more about them.

Is there any cost to Landowners?

No. Core Minerals and Pioneer Oil Co. take care of all costs and expenses in drilling and producing the oil that may be found under your land.

What are you paying to Landowners for permission to drill?

We are paying One Hundred Dollars (\$100.00) as a signing bonus for a FIVE YEAR (5 year) PAID UP LEASE. This is a onetime payment that takes care of the option to drill for five years. If we haven't drilled within 5 years the lease expires. If we have drilled and are successful in producing oil, the lease extends as long as production lasts. ALSO, each landowner will receive a portion of the one-eighth royalty, which will be divided among all the property owners in proportion to the acreage they contribute to the unit.

How will you drill under a subdivision with so many houses and streets?

We plan on locating the well on an adjoining tract of land that is already leased, and contains no houses, from which a horizontal well can be drilled under the subdivision without ever disturbing the surface. In fact, the formation we are hoping to produce oil from occurs at approximately 2300 feet below the surface of the ground. We use a special drilling rig with special equipment that allows us to drill sideways, parallel to the surface, through the "pay zone". This can result in much greater drainage area than a conventional vertical well.

Will drilling an oil well damage my water well, or the surface of my land?

Absolutely not. Besides being one-half mile deep with multiple impervious layers of rock between the oil sand and the fresh water zone, we are required, by law, to cement surface casing in the well bore which protects the fresh water zones as well as cement long string casing that provides back-up protection. The Oil and Gas Division of the Indiana Department of Natural Resources has well inspectors that monitor the construction of an Oil Well much like a Building Inspector takes care of inspecting house construction.

How much money can I make if you find oil production?

There is no way for us to predict how much oil we will find in advance of drilling. We can however give you an idea of income that can result from a hypothetical level of production. Let's say the well averages 80 barrels of oil per day. If Oil stays above \$65.00 per barrel and you own one (1) acre that is pooled or unitized with 39 other acres forming a 40 acre unit you would receive One-fortieth (0.025) of one-eighth (0.125) royalty or 1/40th (0.025) times 1/8th (0.125) times \$65.00 times 80 barrels/day times 365 days in one year equals \$5931.25 per year. This is of course not a prediction and is only included to give you an idea of how oil production is calculated. The crude oil purchaser (Country Mark Corp.), who picks up the oil, sends out all Royalty checks and Working Interest checks at the same time.

What happens if I choose not to sign a lease?

Since a majority of the interest holders have signed a lease, the State of Indiana DNR Division of Oil and Gas has a procedure called filing of Forced Pooling Petitions. This allows Oil Operators who are in good standing with the Division to request the State to lease the oil and gas rights of the minority landowners who are unable or unwilling to lease in a just and equitable manner. The Division will review the petition and try to contact the unleased landowners. After the Division receives all the comments with respect to the petition it will schedule an Informal Hearing to review all the information and make a decision.

Document 4

COPY [unclear] [unclear] has Original



APPLICATION FOR WELL PERMIT

Form No. A1
Revised on 1/4/2006

INDIANA DEPARTMENT OF NATURAL RESOURCES
Division of Oil and Gas
402 W. Washington St., Rm. 293
Indianapolis, IN 46204
Phone (317) 232-4055
FAX (317) 232-1550
Internet: <http://www.in.gov/dnr/dnroil>

FOR STATE USE ONLY

Application number 048085	Permit number 54151
Date received 6/11/10	Date approved
IGS ID No. 165681	Approved by
IGS Samples <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IGS Pool Name Red South

PART I

GENERAL INFORMATION

Name of operator COUNTRYMARK ENERGY RESOURCES, LLC		Telephone number (812)759-9440	FAX number (812)759-5052
Address of operator (Street or PO Box) (<input type="checkbox"/> Check here if this is a new address) 25 N.W. RIVERSIDE DRIVE, SUITE 100			
City EVANSVILLE		State IN	Zip code 47708-
Send permit to (Enter name and address) SAME AS ABOVE		Telephone number (812)759-6963	FAX number (812)759-5052

☐ Check here if you would like to have the permit sent via FAX☐ Expedite: Please check here and submit a total permit fee of \$750 to request 2 day processing**NOTE: Expediting not available for Class II and Non commercial gas applications**

Applicant is (Check one only) ☐ Individual ☐ Partnership ☐ Public corporation
☐ Limited liability company ☒ Corporation ☐ Limited partnership

NOTE: Corporations, limited partnerships and limited liability companies must register with the Secretary of State. For further information about registration contact the Corporations Division, Secretary of State at (317) 232-6576

Type of bond (Check one only)

☐ Surety bond ☐ Check
☒ Blanket bond ☐ Personal surety bond (Valid for Non-commercial gas wells only)
☐ Certificate of deposit ☐ Bond not required per IC 14-37-6-1

NOTES: A bond must accompany this application unless the operator has a valid blanket bond on file with the division or is exempt from bonding under IC 14-37-6-1. All bonds must be originals and an original Verification of Certificate of Deposit form must accompany CD's. Checks must be certified. The bond amount for individual wells is \$2,500 and for blanket bonds is \$45,000.

Well type (Check one only)

- ☒ Oil (Complete PARTS I thru IVa, VI and VII)
☐ Gas (Complete PARTS I thru IVa, VI and VII)
☐ Class II Enhanced Recovery (Complete PARTS I, II, IVb, V, VI, and VII)
☐ Class II Saltwater Disposal (Complete PARTS I, II, IVb, V, VI, and VII)
☐ Non-commercial gas (Complete PARTS I thru IVa, VI and VII)
☐ Geologic/ Structure test (Complete PARTS I, II, IVa, VI, and VII)
☐ Gas storage or observation (Complete PARTS I thru IVa, IVc, VI, and VII)
☐ Non potable water supply (Complete PARTS I thru IVa, IVd, VI, and VII)
☐ Dual completion for Oil and Class II injection only (Complete PARTS I thru IVb, V, VI, and VII)
☐ Dual completion for Gas and Class II injection only (Complete PARTS I thru IVb, V, VI, and VII)

Application type (Check no more than two)

- ☒ New well
☐ Old well workover
☐ Old well deepening
☒ Horizontal well sidetracking
☐ Conversion
☐ Change of location

- ☐ Change of operator (Complete PARTS I, II and VI only unless another application type is also checked)
☐ Permit renewal (Complete PARTS I, II and VI only unless another application type is also checked)

Note: A \$250 permit fee is required except for expedited permits, which require a \$750 fee.

Former operator (If applicable)

Former Permit number (If applicable)

Continued on next page

JUN 11 2010

PART II SURFACE LOCATION INFORMATION									
Name of lease MUEHLENBEIN - MIDWAY					Well number 1H			Elevation (G.L.) 423.800000	
Township 6 S	Range 12 W	Section 27	¼	¼ NW	¼ N	Footage's: 850 ft. from <input type="checkbox"/> N, <input checked="" type="checkbox"/> S, <input type="checkbox"/> NW, <input type="checkbox"/> SE line 350 ft. from <input type="checkbox"/> E, <input checked="" type="checkbox"/> W, <input type="checkbox"/> NE, <input type="checkbox"/> SW line			
County POSEY		Lease acreage 80 Acres		Distance to the nearest well capable of production from the same zone in which this well will be completed: 660 feet					
Drilling unit acreage (Check one only) <input type="checkbox"/> 5 acres <input type="checkbox"/> 20 acres <input type="checkbox"/> 10 acres <input type="checkbox"/> 40 acres <input checked="" type="checkbox"/> Other (Attach unit exception or petition for exception and supporting documentation)					<input checked="" type="checkbox"/> Check here if acreage is communitized (pooled) NOTE: Attach a copy of the unit agreement or declaration of pooling. If previously submitted identify the permit number under which it was submitted Permit No.				

HORIZONTAL WELL ON UNITIZED 80A.

PART III PROPOSED WELL CONSTRUCTION								
<input type="checkbox"/> Check here and go to PART IV if the well presently exists and the construction will not change								
Enter casing strings from largest to smallest and enter the cement information on successive rows for a casing string that will be set using multiple cement stages.								
Casing Information					Cementing Information			
Casing Size (OD)	Casing Type	Casing Bottom	Casing Top	Hole Size	Cement Type	Cement Volume	Volume Type	Cement Yield
9.625	Surface	250 ft.	0 ft.	12.25	Class A	120	Sacks	1.18
7.0	Long String	2800 ft.	0 ft.	8.75	Other (Describe) <i>Franklin High Yield FSS 10/10</i>	65	Sacks	3.20
		ft.	ft.			140	Sacks	1.63
		ft.	ft.					
		ft.	ft.					
		ft.	ft.					
		ft.	ft.					
		ft.	ft.					
Packer setting depth _____ ft. Packer setting depth _____ ft. Packer setting depth _____ ft.				Centralizers at _____ ft. _____ ft. _____ ft. _____ ft. Casing perforated From _____ ft. to _____ ft. From _____ ft. to _____ ft. From _____ ft. to _____ ft. From _____ ft. to _____ ft.				

PART IV DRILLING AND OPERATIONAL INFORMATION	
Section a	All Wells
Declination type (Check one only) <input type="checkbox"/> Vertical <input type="checkbox"/> Directional <input checked="" type="checkbox"/> Horizontal	
Note: For Directional & Horizontal wells the surface spot and termination point of the well must be shown on the survey.	
Proposed total vertical depth 2500 feet (All wells)	Proposed measured length 4100 feet (Horizontal wells only)
Name of deepest formation to be drilled Cypress	
<input checked="" type="checkbox"/> Pool (Name): Ford South Or <input type="checkbox"/> Wildcat	
Section b	Injection Wells
Proposed Maximum Injection Pressure (MIP) measured in PSI at the wellhead	Proposed injection rate measured in barrels of water per day
NOTE: Calculated Maximum Injection Pressure (MIP) is based on the formula (0.8 psi/ft. (0.433 psi/ft. (Specific gravity))) depth. If you are applying for a MIP that is greater than the calculated MIP you must submit the results of: 1. A service company acid or fracture job that shows an instantaneous shut in pressure (ISIP) or 2. A service company step rate test that has a minimum of 3 steps and a breakdown pressure. The data must be for the injection formation, come from a well that is located in the same field as the injection well, and be less than 10 years old to be considered.	
Section c	Gas Storage/ Observation Wells
Injection/ withdrawal interval From. _____ ft. to _____ ft.	Injection/ withdrawal formation
Observation interval From _____ ft. to _____ ft.	Observation formation
Section d	Non Potable Water Supply Wells
Water withdrawal interval From. _____ ft. to _____ ft.	Withdrawal amount (Gallons per day)
	Withdrawal formation

NOTE: This diagram is required only for Class II injection and Dual Completion wells.

WELL CONSTRUCTION**Surface casing**

Setting depth	feet
Size (OD)	in.

Hole size in.

Cement top	feet
Cubic feet	

Intermediate casing

Setting depth	feet
Size (OD)	in.

Hole size in.

Cement top	feet
Cubic feet	

Long string

Setting depth	feet
Size (OD)	in.

Hole size in.

Cement top	feet
Cubic feet	

Liner

Setting depth	feet
Size (OD)	in.

Hole size in.

Cement top	feet
Cubic feet	

Centralizers

ft

ft

ft

ft

Cement squeeze

Perf. From	ft.	to	ft
Cubic feet			

Tubing

Setting depth	feet
Size (OD)	in

Packers

Setting depth	feet
Setting depth	feet
Setting depth	feet

Perforations

From	ft.	to	ft
From	ft.	to	ft
From	ft.	to	ft
From	ft.	to	ft

GEOLOGIC INFORMATION**Production zones** (Top to bottom)

Name

Intervals From to ft.

Primary lithology (Check one)

☐ Sandstone ☐ Limestone

Name

Intervals From to ft.

Primary lithology (Check one)

☐ Sandstone ☐ Limestone

Name

Intervals From to ft.

Primary lithology (Check one)

☐ Sandstone ☐ Limestone**Confining zone**

Name

Intervals From to ft.

Primary lithology (Check one)

☐ Shale ☐ Limestone**Injection zones** (Top to bottom)

Name

Intervals From to ft.

Primary lithology (Check one)

☐ Sandstone ☐ Limestone

Name

Intervals From to ft.

Primary lithology (Check one)

☐ Sandstone ☐ Limestone

Name

Intervals From to ft.

Primary lithology (Check one)

☐ Sandstone ☐ Limestone

Name

Intervals From to ft.

Primary lithology (Check one)

☐ Sandstone ☐ Limestone

Plugback depth feet

Plugback type (Check all that apply)

☐ CIBP ☐ Cement☐ Other (Explain below)

Total depth feet

Continued on next page

PART VI AFFIRMATION	
I affirm under penalty of perjury that the information provided in this application is true to the best of my knowledge and belief.	
Signature of operator or authorized agent <i>Frank Lindsey</i>	Date signed 6-2-10

SPECIAL REQUIREMENTS

1. **Only** those individuals whose signatures appear in PARTS V and VI of the Organizational Report may sign this form
2. The name of the operator on this application and the name of the principal on the bond **must** be identical
3. If you are applying for a Change of Operator permit you are certifying that you have conducted a good faith search for the current operator and said operator could not be located.

APPLICATION REMINDERS

PART I:

- Enter the name of the operator exactly as it appears on the Organizational Report
- If you want to have a copy of the permit certificate faxed to you please check the appropriate box
- If you want to request an expedited permit please check the appropriate box and attach a \$750 permit fee
- Don't forget to register with the Indiana Secretary of State if you will operate as a Corporation, Limited Liability Company or Limited Partnership
- Don't forget to attach the \$250 permit fee or \$750 permit fee for expedited permits.
- If a Certificate of Deposit is selected as the Bond Type, don't forget to attach the original CD and original Verification of Certificate form

PART II

- If the well will be an oil or gas well be sure to indicate the distance to the nearest well capable of production from the same formation for which this permit is to be issued and make sure you check the rule requirements on well spacing to avoid placing the well an insufficient distance from an existing well.
- If you check the communitized box you must attach a copy of the pooling agreement or specify the permit number for the well under which the pooling agreement was previously submitted.
- If you check the Other box under the Drilling Unit section make sure to attach a copy of the exception

PART III

- This part is used by the division to determine if your proposed well construction will meet the rule requirements. Please be sure to enter all information about the proposed construction so that it can be evaluated accurately.

PART IV

- For all wells make sure to specify a Proposed total vertical depth, deepest formation name and pool name.
- For horizontal wells make sure to specify a Proposed measured length
- For Class II wells you must provide a proposed maximum allowable injection pressure and injection rate and attach all documentation needed to evaluate your request.

PART V

- The well diagram must be completed for all Class II well applications

PART VI

- Applications that do not contain an original signature cannot be processed
- The signature **must** match a signature shown in Parts VI or VII of the Organizational Report
- If this application is for a Change of Operator your signature in PART VI certifies that you could not obtain this permit through the permit transfer process **ONLY** because the former operator could not be located.

Important: A permit issued as a result of this application is a license to conduct an activity and does not convey any property rights to the permittee. Consequently, the permittee is solely responsible for acquiring any and all property rights necessary to use the permit for its stated purpose.

JUN 11 2010

PART VII SURVEY

General Instructions

Use a 1"=1000' scale

Surveyor must complete the following

- Clearly indicate the section township, and range on the survey, spot the well and show the footages from the lines
- Use the surveyor's notes to explain deviations from a standard location such as topography and irregular sections
- Enter the NAD 83, Zone 16 UTM x and y coordinates with an accuracy variance of no more than 4 meters.

Operator or authorized agent must complete the following

- For oil or gas wells, outline the leased or communitized area AND the drilling unit allotment
- For all Directional and Horizontal wells show the surface location AND termination point of the well
- For Enhanced Recovery and Saltwater Disposal wells, draw a 1/4 mile radius circle around the proposed well, spot all other wells (plugged or unplugged) that intersect the proposed injection zone(s), and put the permit number of each well over the spot.

NOTE: Please show the entire 1/4 mile radius circle around proposed Class II wells

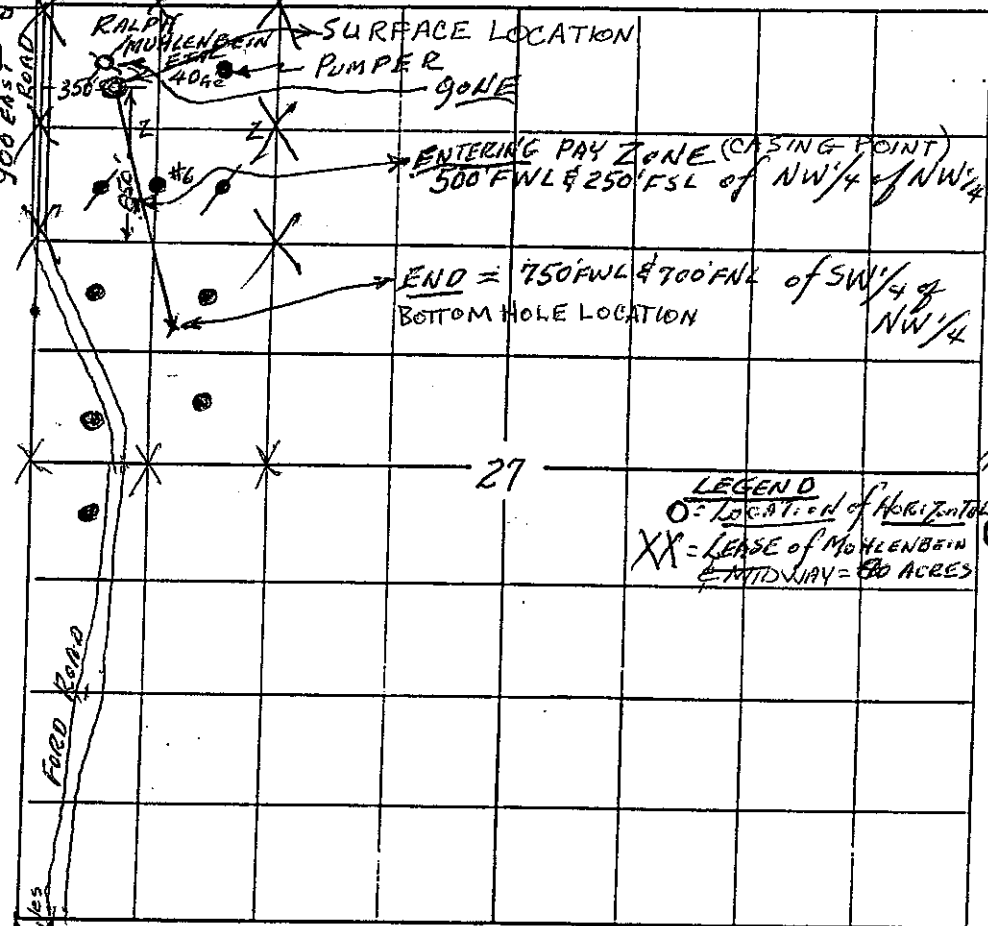
SURVEYORS' NOTES

SURVEYORS' SEAL



Proposed well coordinates

UTMx 433830 UTM y 4203375



CERTIFICATION

I hereby certify that to the best of my knowledge and belief, the proposed location of the above described well, fixed as the result of an instrument survey made by me in compliance with the requirements of the law of Indiana, is truly and correctly set forth hereon.

Signature of registered Indiana land surveyor

Harry C. Morrison

Date signed (mm,dd,yyyy)

8/15/2008

Address (Street or PO, City, State, Zip)

1248 E 250S PRINCETON, INDIANA 47670

Telephone number

1-812-385-2047

Special PART VII Requirements

- You should adjust the location of the center of the section on the diagram so that the entire set of information in the General Instructions shows on a single survey plat. (Example: If a horizontal well will begin in one section but terminate in another you should move the section center point so that portions of both sections appear on the plat)
- This form must contain an original signature and original seal.

JUN 11 2010



Indiana Department of Natural Resources

Mitchell E. Daniels, Jr., Governor
Robert E. Carter, DNR Director

Division of Oil and Gas
402 West Washington St., Rm. W293
Indianapolis, IN 46204-2748
(317) 232-4055
(317) 232-1550 fax

**NOTICE OF INFORMAL HEARING ON APPLICATION FOR FORCED POOLING
FILED BY COUNTRYMARK ENERGY RESOURCES, LLC**

**MUEHLENBIEN-MIDWAY UNIT
SECTION 27, TWP 6 SOUTH, RNG 12 WEST, POSEY COUNTY, IN**

CAUSE NO. DOG-3-2010

TO: Gary and Elizabeth Williams, 4280 Pebble Lane, Mt. Vernon, IN 47620; and
Ralph J. and Joann T. Wheeler, 4315 Joyce Lane, Mt. Vernon, IN 47620-9624

Purpose Of This Notice

You are being provided with this notice because a petition has been submitted to our office on behalf of Countrymark Energy Resources, LLC., requesting that certain interests owned by the following be incorporated into their proposed Muehlenbein-Midway Unit:

- Gary and Elizabeth Williams, 4280 Pebble Lane, Mt. Vernon, IN 47620, owners of Lot Number 2 in Section B, in the Midway Acres Subdivision, containing 0.83 acres; and
- Ralph J. and Joann T. Wheeler, 4315 Joyce Lane, Mt. Vernon, IN 47620-9624, owners of Lot Number 6 in Section B, in the Midway Acres Subdivision, containing 0.71 acres.

This unit is being established for the purpose of drilling for and producing crude oil or natural gas. The unleased interests are located in the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, in Posey County, Indiana.

Background Information

Indiana law requires the protection of what are known as "correlative rights." This means that a property owner's opportunity to receive the benefits of the oil, gas and other hydrocarbons located beneath their acreage cannot be unreasonably taken away. Any owner of oil and gas interests is entitled to share in the production of oil and gas produced from their property. This may result either from the drilling of a well by the owner or by conveying their oil and gas interests to another party who would then drill a well and allocate a proportionate share of the proceeds from the production to the owner. Most owners choose to lease their oil and gas

interests to another party rather than assume the risk, expense, and liability associated with the drilling of their own well.

Where owners voluntarily sign an oil and gas lease, the lease agreement establishes the specific terms and payments to be made from production. If an owner has chosen not to negotiate the terms of exploration and production, the compulsory integration process is intended to safeguard their correlative rights. It is our understanding that a representative of the petitioner has made a diligent and reasonable attempt to obtain your consent to the leasing of your oil and gas interests as documented in EXHIBIT "C" of the Petition.

In order to prevent waste of oil or natural gas and the drilling of unnecessary wells, Indiana regulations also establish requirements for an operator proposing to drill a well for oil and gas purposes. According to 312 IAC 16-5-1 and 16-5-2, operators are required to form a drilling unit, also known as a spacing unit, of sufficient size, so as to effectively and economically drain all of the oil or gas resources thereunder, while minimizing the environmental impact.

Indiana Law, at IC 14-37-9, spells out the requirements for the voluntary and involuntary integrating of oil and gas interests among different owners within an established drilling unit. Integration occurs voluntarily when all property owners within a spacing unit execute an oil and gas lease containing a pooling clause in favor of a single developer or well operator. The law also allows for the integration of interests in instances where not all of the oil and gas interest owners have executed a lease. This process is sometimes referred to as "forced pooling".

Accordingly, a well operator may submit a petition for involuntary integration to the Division of Oil and Gas whenever the integration of interests is necessary to prevent the stated statutory purposes of avoiding waste and preventing the drilling of unnecessary wells. Prior to submitting a petition, a well operator is required to obtain a substantial majority of the interests within the drilling unit and must also have made a diligent and reasonable attempt to obtain the consent of all owners of oil and gas interests within the drilling unit.

A copy of the petition is included for your review. Copies may also be viewed from our website at <http://www.in.gov/dnr/dnroil/3790.htm>. A hyperlink to the petition can be viewed by selecting the (View Petition) hyperlink for this cause number (DOG-3-2010).

In considering the petition the Division of Oil and Gas must ensure that owners receive an equitable share of the crude oil and natural gas produced from the integrated drilling unit. For primary production wells, owners usually are assigned a percentage share based upon the ratio of the acreage you own and the total acreage in the unit. For example a 25 acre parcel which was part of a 100 acre unit would be assigned a 0.25 or 25% interest in the oil or gas production multiplied by a factor which reflects the specific oil and gas interests which the owner possesses (i.e. 1/8th royalty interest, 7/8th working interest, etc.).

Your Options

It is important to understand that, at any time, should you decide to voluntarily sign a mutually acceptable lease with the petitioners, there will be no need to proceed further with this process to integrate your interests.

Since your interests are located within a drilling unit to be duly established under Indiana regulations, and that integration terms have not been agreed upon through a lease, the forced pooling or integration procedure provides you with three (3) options regarding the distribution of production from within the drilling units. Note that an integration order in this instance will usually not grant to the operator a legal right of entry onto, over, or across the surface of your property. Your choice relates only to how you would prefer to receive production proceeds and whether you want to increase your portion by sharing in the associated costs of the well. A summary of your options is as follows:

1. **Integration as a Royalty Owner:** If you elect this option, you are not liable for any costs or fees associated with the drilling or operation of the well. ***This is the default option that we will select for you if we do not hear otherwise from you.*** As a royalty owner you will be entitled to receive not less than 1/8th of the net production of oil, gas and other hydrocarbons above that which may be used or consumed for production or development purposes. The net production share is based upon the ratio between the acreage of the tract you own and the total acreage of the spacing unit.
2. **Integration as a Participating Owner:** If you elect this option, you can participate in the costs of drilling and production by paying your share of estimated well costs to the well operator within thirty (30) days of the informal hearing. This money will not be refunded if the well is a dry hole or does not pay for itself. In exchange, you will receive your full proportional share of the production.
3. **Integration as a Non-Participating Owner:** If you elect this option, you can participate in the costs of drilling and production on a limited or carried basis. You will have the same responsibilities as a participating owner, except that you do not risk your own money by paying your share of costs up front. A dry hole costs you nothing. You will not receive compensation from the well operator until the well operator has, through the sale of your share of production, recovered your proportional share of the costs for drilling and operating the well. Thereafter, you will receive your proportional share of the production and will be treated as a participating owner.

Most owners choose not to participate in the drilling and operational costs of a well and are integrated as a ***royalty owner (Option 1)***. If you are interested in pursuing integration as either a ***non-participating owner (Option 2)*** or a ***participating owner (Option 3)***, you will need to contact the petitioner to obtain information regarding the estimated well costs and operating expenses that you would be expected to share.

You are encouraged to consult with a lawyer experienced in oil and gas leasing before making any decisions. In most cases, you will be choosing among your options before the well is drilled and before you know whether the well will be a success that pays for itself, a marginal producer that never pays for itself, or a dry hole. Investing in oil and gas exploration can be a risky proposition and the benefits, costs, and obligations of participating in an oil or gas well may affect you and your property for many years.

Notice of Informal Hearing – Cause No. DOG-3--2010

An informal hearing to consider the petition and receive comments from interested persons is scheduled for Tuesday, August 10, 2010, at 10:00 a.m. (Central) at the Angel Mounds Historic Site, located at 8215 Pollack Ave., Evansville, IN 47715 (Map). This hearing is being conducted as required by IC 14-37-3-16(4) and 312 IAC 16-2-3.

Again, you are reminded that at any time prior to the integration hearing, you may voluntarily enter into a lease or other private agreement regarding the development of your oil and gas resources.

Any interested person may attend the informal hearing and present relevant oral or written comments in person or by counsel. While not required, persons wishing to attend are encouraged to notify the Division of Oil and Gas in advance at (317) 232-4055, to assist us in ensuring that adequate space is available to accommodate everyone wishing to attend and that suitable accommodations are made for persons with special needs.

If you have questions pertaining to the petition, the informal hearing process, or any of your options described above, please contact me at 317-232-4058 or by e-mail at hmcdivitt@dnr.in.gov. Comments concerning the petition may be submitted:

- (1) in person at the informal hearing;
- (2) in writing to the address below provided they are postmarked no later than **August 8, 2010**;
- (3) by fax to (317) 232-1550 no later than **4:00 PM (Central)** on **August 10, 2010**; or
- (4) by email to hmcdivitt@dnr.in.gov:

Herschel L. McDivitt, Director
Division of Oil and Gas
Department of Natural Resources
Cause No. DOG-3-2010
402 West Washington Street, Room W-293
Indianapolis, IN 46204

All comments will be taken into consideration whether or not the commenter attends the informal hearing. After reviewing all oral and written comments received, the Division will either approve or deny the Petition for Integration of Interests filed by Countrymark Energy Resources, LLC. in a written order that will be subject to administrative review under Indiana Code 4-21.5.

July 2, 2010
DATED

Herschel L. McDivitt

Herschel L. McDivitt
Director
Indiana Division of Oil and Gas



Indiana Department of Natural Resources

Mitchell E. Daniels, Jr., Governor
Robert E. Carter, DNR Director

Division of Oil and Gas
402 West Washington St., Rm. W293
Indianapolis, IN 46204-2748
(317) 232-4055
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**NOTICE OF INFORMAL HEARING ON APPLICATION FOR FORCED POOLING
FILED BY COUNTRYMARK ENERGY RESOURCES, LLC**

**MUEHLENBIEN-MIDWAY UNIT
SECTION 27, TWP 6 SOUTH, RNG 12 WEST, POSEY COUNTY, IN**

CAUSE NO. DOG-3-2010

TO: Old National Bank, 022 Mt. Vernon, P.O. Box 746, 402 Main Street, Evansville, IN 47620
Fifth Third Bank, P.O. Box 778, Evansville, IN 47705-0778
Fifth Third Bank, 111 Lyon N.W., Grand Rapids, MI 49503
Old National Bank, 174 Commercial Lending Evansville, 1 Main Street, P.O. Box 1343, Evansville, IN 47705-9959
Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026
Wells Fargo Home Mortgage, MAC X3802-003A, 8480 Stagecoach Circle, Frederick, MD 21701
PGNF Home Lending Corp., 801 N. Cass Ave., Suite 300, Westmont, IL 60559
PGNF Home Lending Corp., 1431 Opus Place, Suite 200, Downers Grove, IL 60515
Bank of New York, Trustee, c/o Phillip A. Norman, Phillip A. Norman PC, 2110 Calumet, Valparaiso, IN 46383-7867
Countrywide Home Loans, Inc., MS SV-79, Document Processing, P.O. Box 10423, Van Nuys, CA 91410-0423
Countrywide Home Loans, Inc., 4500 Park Granada, MSN #SVB-314, Calabasas, CA 91302-1613
Countrywide Home Loans, Inc., 1396 N. Green River Road, Evansville, IN 47715
Brent S. Potter, Doyle Legal Corporation PC, First Indiana Plaza, Suite 2000, 135 N. Pennsylvania Street, Indianapolis, IN 46204
Bayview Financial Trading Group LP, and Bayview Loan Servicing, 4425 Ponce De Leon Blvd, 5th Floor, Coral Gables, FL 33146
Bayview Financial Trading Group LP, and Bayview Loan Servicing, 4425 Ponce De Leon Blvd, 4th Floor, Coral Gables, FL 33134

EverHome Mortgage Company, 8200 Nations Way, Jacksonville, FL 32256-4434

Evansville Commerce Bank, 20 Northwest 4th street, Evansville, IN 47708-1724

Chase Home Finance, Attn: Land Transaction, P.O. Box 9001871, Louisville, KY 40290-1871

First Federal Savings Bank of Evansville, 5001 Davis Lant Drive, Evansville, IN 47706-1111

First Federal Savings Bank of Evansville, 220 Federal Drive, Corydon, IN 47112

Mortgage Electronic Registration Systems, Inc., SW 34th Avenue, Suite 101, Ocala, FL 34474

Legence Bank, 1010 Buena Vista Drive, Evansville, IN 47710

AmTrust Bank, a division of New York Community, 615 Merrick Avenue, Westbury, NY 11590

Citizens National Bank, 20 NW 3rd Street, Evansville, IN 47739-0001

Purpose Of This Notice

You are being provided with this notice because a petition has been submitted to our office on behalf of Countrymark Energy Resources, LLC., requesting that certain unleased interests be incorporated into their proposed Muehlenbein-Midway Unit. This unit is being established for the purpose of drilling for and producing crude oil or natural gas and is located in the Southwest Quarter of the Northwest Quarter of Section 27, Township 6 South, Range 12 West, in Posey County, Indiana.

Additionally, Countrymark has determined that you are or may be the holder of certain mortgagee interests dated prior in time to their acquisition of oil and gas leases from various property owners within the Muehlenbein-Midway Unit. The interests are identified more specifically in Exhibit A to the enclosed Application for Integration Order.

Countrymark believes that the rights granted to them by the oil and gas leases covering Tracts 2 through 31 were allowed as easements or appurtenances under the terms of the respective mortgages which do not impair the value of the security and that the Mortgagee interests should be bound by and subject to the proposed integration order as to Lease Tracts 2 through 31 and, as applicable, integration of Tracts A and B, with the royalty allocations provided for in the leases and pooling declaration.

It is the position of the Division of Oil and Gas that only persons with an ownership interest in the oil and gas property within the Muehlenbein-Midway Unit are entitled to share in the production from that unit and that the terms of such sharing are usually determined by a mutually agreed upon lease between the oil and gas interest owner and the oil and gas producer. Where such interests are not able to be mutually integrated, then the interests can be ordered to be integrated under IC 14-37-9.

Background Information

Indiana law requires the protection of what are known as "correlative rights." This means that a property owner's opportunity to receive the benefits of the oil, gas and other hydrocarbons located beneath their acreage cannot be unreasonably taken away. Any owner of oil and gas interests is entitled to share in the production of oil and gas produced from their property. This may result either from the drilling of a well by the owner or by conveying their oil and gas interests to another party who would then drill a well and allocate a proportionate share of the proceeds from the production to the owner. Most owners choose to lease their oil and gas interests to another party rather than assume the risk, expense, and liability associated with the drilling of their own well.

Where owners voluntarily sign an oil and gas lease, the lease agreement establishes the specific terms and payments to be made from production. If an owner has chosen not to negotiate the terms of exploration and production, the compulsory integration process is intended to safeguard their correlative rights. It is our understanding that a representative of the petitioner has made a diligent and reasonable attempt to obtain your consent to the leasing of your oil and gas interests as documented in EXHIBIT "C" of the Petition.

In order to prevent waste of oil or natural gas and the drilling of unnecessary wells, Indiana regulations also establish requirements for an operator proposing to drill a well for oil and gas purposes. According to 312 IAC 16-5-1 and 16-5-2, operators are required to form a drilling unit, also known as a spacing unit, of sufficient size, so as to effectively and economically drain all of the oil or gas resources thereunder, while minimizing the environmental impact.

Indiana Law, at IC 14-37-9, spells out the requirements for the voluntary and involuntary integrating of oil and gas interests among different owners within an established drilling unit. Integration occurs voluntarily when all property owners within a spacing unit execute an oil and gas lease containing a pooling clause in favor of a single developer or well operator. The law also allows for the integration of interests in instances where not all of the oil and gas interest owners have executed a lease. This process is sometimes referred to as "forced pooling".

Accordingly, a well operator may submit a petition for involuntary integration to the Division of Oil and Gas whenever the integration of interests is necessary to prevent the stated statutory purposes of avoiding waste and preventing the drilling of unnecessary wells. Prior to submitting a petition, a well operator is required to obtain a substantial majority of the interests within the drilling unit and must also have made a diligent and reasonable attempt to obtain the consent of all owners of oil and gas interests within the drilling unit.

A copy of the petition is included for your review. Copies may also be viewed from our website at <http://www.in.gov/dnr/dnroil/3790.htm>. A hyperlink to the petition can be viewed by selecting the (View Petition) hyperlink for this cause number (DOG-3-2010).

In considering the petition the Division of Oil and Gas must ensure that owners receive an equitable share of the crude oil and natural gas produced from the integrated drilling unit. For primary production wells, owners usually are assigned a percentage share based upon the

ratio of the acreage you own and the total acreage in the unit. For example a 25 acre parcel which was part of a 100 acre unit would be assigned a 0.25 or 25% interest in the oil or gas production multiplied by a factor which reflects the specific oil and gas interests which the owner possesses (i.e. 1/8th royalty interest, 7/8th working interest, etc.).

Requested Response

To the extent you consider the mortgage interests currently held on any of the properties within the Muehlenbien-Midway Unit to, in effect, be an ownership interest in the oil and gas on those properties, we are requesting that you provide us with a statement to that effect and a description of the basis for your claim, particularly in light of IC 32-23-7-4(c). A full copy of the text of this statute with respect to oil and gas estates can be viewed at <http://www.in.gov/legislative/ic/code/title32/ar23/ch7.html>.

Absent information to the contrary, our position will be that the basis for the distribution of proceeds from the production of crude oil and natural gas from the Muehlenbien-Midway Unit will be as provided in the terms and conditions of the oil and gas lease previously executed for the subject property or through the terms and conditions specified in the final order issued under this administrative cause for those property interests covered in this proceeding.

Notice of Informal Hearing – Cause No. DOG-3--2010

An informal hearing to consider the petition and to receive comments from interested persons is scheduled for Tuesday, August 10, 2010, at 10:00 a.m. (Central) at the Angel Mounds Historic Site, located at 8215 Pollack Ave., Evansville, IN 47715 ([Map](#)). This hearing is being conducted as required by IC 14-37-3-16(4) and 312 IAC 16-2-3.

Any interested person may attend the informal hearing and present relevant oral or written comments in person or by counsel. While not required, persons wishing to attend are encouraged to notify the Division of Oil and Gas in advance at (317) 232-4055, to assist us in ensuring that adequate space is available to accommodate everyone wishing to attend and that suitable accommodations are made for persons with special needs.

If you have questions pertaining to the petition or the informal hearing process, please contact me at 317-232-4058 or by e-mail at hmcdivitt@dnr.in.gov. Comments concerning the petition may be submitted:

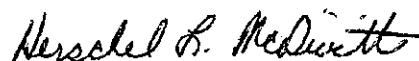
- (1) in person at the informal hearing;
- (2) in writing to the address below provided they are postmarked no later than **August 8, 2010**;
- (3) by fax to (317) 232-1550 no later than **4:00 PM (Central) on August 10, 2010**; or
- (4) by email to hmcdivitt@dnr.in.gov:

Herschel L. McDivitt, Director
Division of Oil and Gas
Department of Natural Resources

Cause No. DOG-3-2010
402 West Washington Street, Room W-293
Indianapolis, IN 46204

All comments will be taken into consideration whether or not the commenter attends the informal hearing. After reviewing all oral and written comments received, the Division will either approve or deny the Petition for Integration of Interests filed by Countrymark Energy Resources, LLC. in a written order that will be subject to administrative review under Indiana Code 4-21.5.

July 2, 2010
DATED



Herschel L. McDivitt
Director
Indiana Division of Oil and Gas

Document 7

McDivitt, Herschel

From: Williams, Gary [GMWilliams@redspot.com]
Sent: Thursday, September 09, 2010 10:21 PM
To: McDivitt, Herschel; 'Lindsey, Frank'; vpartenheimer@insightbb.com; 'Hancock, Jacob'
Subject: RE: Time For Submitting Additional Information - Forced Pooling Petition for Countrymark Energy Resources, Muehlenbein-Midway Unit

Mr. McDivitt,

Per the Indiana DNR website under the Land Owner's Guide to Oil and Gas Leasing "Forced pooling does not grant any right to use or disturb land of the unleased owner". Upon consulting legal counsel and in accord with Indiana DNR regulations, we do not accept the terms of a forced pooling based on the proposed entry upon our property. We do not grant permission to use our property and any act will be deemed trespassing, upon which we will prosecute. With that said, our attorneys will be closely involved in the permitting process.

Gary Williams

From: McDivitt, Herschel [mailto:hmcdivitt@dnr.IN.gov]
Sent: Tuesday, September 07, 2010 8:00 AM
To: Williams, Gary; 'Lindsey, Frank'; vpartenheimer@insightbb.com; 'Hancock, Jacob'
Subject: RE: Time For Submitting Additional Information - Forced Pooling Petition for Countrymark Energy Resources, Muehlenbein-Midway Unit

Final reminder that comments must be submitted to me no later than this Friday, September 10, 2010, in order to be considered in this matter.

*Herschel McDivitt
Division of Oil & Gas
317-232-4058*

From: McDivitt, Herschel
Sent: Friday, August 13, 2010 1:10 PM
To: gmwilliams@redspot.com
Cc: Lindsey, Frank; vpartenheimer@insightbb.com; Hancock, Jacob
Subject: Time For Submitting Additional Information - Forced Pooling Petition for Countrymark Energy Resources, Muehlenbein-Midway Unit

Gary,

This is just a follow-up to our discussions at the informal hearing held in Evansville on Tuesday, August 10, 2010, reminding you that I will keep the record in this proceeding open for an additional 30 days to provide you with the opportunity to submit further information in support of your assertion that the drilling of a horizontal oil well in the vicinity of your property would constitute "waste" as that term is used under the Oil and Gas Act. Please provide me with such additional information on or before Friday, September 10, 2010. All information submitted in connection with this matter will be thoroughly reviewed and considered before a final decision is made on the forced pooling petition filed by Countrymark.

In addition to providing your comments to me, Countrymark has asked that you forward them a copy as well (c/o Vern Partenheimer, Hall, Partenheimer & Kinkle, 219 North Hart Street, Princeton, IN 47670. Feel free to contact me if you have any questions.

Herschel L. McDivitt
Director
Indiana Division of Oil and Gas
402 West Washington Street, W293

Indianapolis, IN 46204
317-232-4058 Office
317-416-3951 Cell
317-232-1550 Fax
hmcdivitt@dnr.in.gov

Our Mission: *We, the employees of the Division of Oil and Gas, are dedicated to professional public service through the effective administration of Indiana's oil and gas exploration and production laws. We are committed to encouraging the responsible development of Indiana's oil and gas resources in a manner that will: prevent waste; encourage the greatest economic recovery of oil and gas; protect the correlative rights of owners; protect human health and safety; and protect the environment.*

The **Values** we adopt to accomplish our Mission include: *Individual integrity; focus on customer satisfaction; professionalism; fiscal responsibility; and a quality work environment.*

Our Website: <http://www.in.gov/dnr/dnroil/>

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**STATE OF INDIANA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL AND GAS**

RE:

**MUEHLENBEIN-MIDWAY
UNIT
W/2 NW 27-6S-12W, 80 ACRES
POSEY COUNTY, INDIANA**

DOCKET NO. POG-3-2010

Countrymark Energy Resources, LLC
25 NW Riverside Dr., Suite 100
Evansville, IN 47708

APPLICANT'S REPLY TO OBJECTION OF GARY WILLIAMS

1. Indiana Code 14-37-9-1 (b) provides that if the owners of separate tracts of land do not agree to integrate their interests, the Commission shall, for the prevention of waste or to avoid the drilling of unnecessary wells, require the owners to integrate their interests and to develop the land as a drilling unit. I. C. 14-37-9-2 provides that an Order integrating interests must be based on reasonable terms that give the owner of each tract an equitable share of oil and natural gas in the unit or pool.

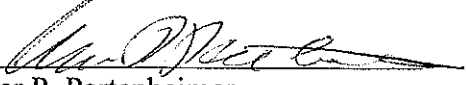
2. We believe that, although many of the Division of Oil and Gas administrative rules are by implication applicable to units created by integration order, no rule is in any way supportive of objector Williams' contention; nor have we found any administrative or appellate court decision that support Williams' contention.

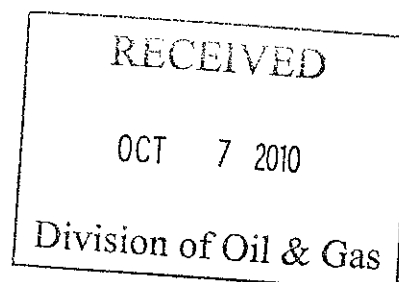
3. The material cited by Williams, we suggest, reflects D.O.G. generally applied policy which D.O.G. may follow in the exercise of its statutory discretion but is not bound to follow when horizontal underground entry on the unleased land is reasonably necessary to accomplish the purposes of unitization, i.e., fair allocation of the oil and gas resources among numerous surface ownerships.

4. Applicant proposes that the Williams' objection be denied as to a subsurface bore hole for horizontal recovery occurring only at a subsurface depth at least 100 feet below the base of any known fresh water or coal resource that may underlie his property and that an integration order be entered accordingly.

Respectfully submitted:

Countrymark Energy Resources, LLC

by: 
Verner P. Partenheimer
Attorney for Petitioner



CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Applicant's Reply to Objection of Gary Williams has been served upon all parties or attorneys of record, being as follows: Hershel McDivitt, Division of Oil and Gas, Indiana Department of Natural Resources, 402 West Washington St., Rom W293 Indianapolis, IN 46204, and Gary Williams, 4212 Pebble Lane, Mt. Vernon, IN 47620.


Verner P. Partenheimer